SUPPLEMENTAL AGREEMENT TO

OMNIA MASTER CONTRACT # 24-6833

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY AND UKG KRONOS SYSTEMS, LLC

This Supplemental Agreement ("Supplemental Agreement"), effective as of the date last signed below ("Effective Date"), to the terms and conditions of the Omnia Master Contract # 24-6833 dated July 14, 2025, as amended (the "Omnia Master Agreement"), is entered into by and between UKG Kronos Systems, LLC ("UKG" or "Company") and the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 ("Authority" or "Customer").

The following terms and conditions contained in this Supplemental Agreement are hereby incorporated in and made a part of Omnia Master Contract # 24-6833 (Omnia Master Agreement), which is attached hereto as Exhibit A. In the event of any conflict(s) among the terms and conditions contained in this Supplemental Agreement and the Omnia Master Agreement, this Supplemental Agreement shall control.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I - INTERPRETATION AND INTENT

1.01 The Authority, as an eligible Participating Public Agency, shall assume the rights and obligations of the Customer as defined in the Omnia Master Agreement. The terms and conditions of the Omnia Master Agreement, as amended by this Supplemental Agreement, shall govern when the Authority makes purchases of Services under the Omnia Master Agreement. In the event of a conflict between this Supplemental Agreement and the Omnia Master Agreement, this Supplemental Agreement shall govern. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Omnia Master Agreement.

1.02 Exhibits:

A – Omnia Contract # 24-6833
B – Order Form Q-359967
C – U.S. Data Protection Addendum
D – Scrutinized Company Certification
E – Affidavit of Compliance with Anti-Human Trafficking Laws
F – Foreign Country of Concern Attestation
G– Equipment Addendum

SECTION II - TERM

2.01 The Term of this Supplemental Agreement commences on the Effective Date and shall run co-terminus with the Omnia Master Agreement, unless otherwise terminated in accordance with the Omnia Master Agreement.

SECTION III – INSURANCE

3.01 Company shall procure and maintain, at all times and at its own expense, during the Term of this Supplemental Agreement and the Omnia Master Agreement, the types of insurance(s) specified below. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to Commercial General Liability, including all endorsements and additional insured requirements:

A. Commercial General Liability

Company shall provide coverage on a Commercial General Liability Occurrence Coverage Form limits of $1,000,000.00 each occurrence and $2,000,000.00 annual aggregate. Limits may be achieved via a combination of primary and umbrella/excess insurance. The Authority shall be included as an additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to Authority's insurance, but only with respect to Company's sole negligence. Upon written request, such blanket endorsement shall be provided to the Authority.

B. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

C. All Risk Property Insurance

Company shall provide All Risk Property Insurance in an amount not less than the full replacement cost of Company's property.

D. Waiver of Subrogation

Company's commercial general liability policy shall include a waiver of subrogation in favor of the Authority, which shall be accomplished with the use of "blanket endorsement" on the policy.

E. Miscellaneous

Company shall supply Authority with the above proof of insurance, as required upon the signing of this Supplemental Agreement. All insurance companies for each of the coverages set forth above must be rated A- or better with a financial rating of VII or better in the most recent A.M. Best's Rating Guide.

SECTION IV - ADDITIONAL TERMS AND CONDITIONS

4.01 ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

4.01.1 Books and Records

In connection with payments to Company under this Supplemental Agreement, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for three (3) years after the end of the Term of this Supplemental Agreement. Records include, but are not limited to, books, documents, papers, and records of Company directly pertinent to this Supplemental Agreement.

4.01.2 **Authority Right to Perform Audits, Inspections, or Attestation Engagements**

At any time or times during the Term of this Supplemental Agreement or within three (3) years after the end of this Supplemental Agreement, Authority, or its duly authorized representative, will be permitted to review any work orders and Invoices issued under this Supplemental Agreement which Company will provide Authority within fourteen (14) business days from written request. In the event of a billing error, the parties agree to work in good faith to resolve it, provided it is escalated within one (1) year of the original invoice date.

Authority shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavors to avoid causing damage or disruption to Company's premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than thirty (30) calendar days and shall not be conducted more than once during a twelve-month period, during regular business hours and may not unreasonably interfere with Company business activities.

If records directly pertinent to this Supplemental Agreement are kept at locations other than the Airport, Company will arrange for said records to be provided electronically in a computer-readable format acceptable to the Authority at no additional cost to conduct the engagement as set forth in this Article.

Company will be in material breach of this Supplemental Agreement if Company fails to provide requested records in accordance with this Article and the Authority may provide 30 days advance notice to remedy in accordance with this Supplemental Agreement.

Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Supplemental Agreement as needed to support auditor workpapers.

Approvals granted outside of the internal audit function for any services included or not included in this Supplemental Agreement do not act as a waiver or limitation of the Authority's rights to perform engagements.

Authority shall have the right to receive assurances of the measures agreed upon to maintain data security and adequate data protection. Authority may exercise this audit right granted to it either personally or appoint a third party that is bound by appropriate obligations of confidentiality. Authority may exercise such audit right on an annual basis with reasonable notice and at a mutually agreed upon date and time. Any such audits shall be limited to a robust customer due diligence package consisting of details on Company's information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results as described in this Supplemental Agreement, and reasonable access to knowledgeable personnel to discuss the controls in place. In no event shall Authority or its designees be permitted to access Company systems, network servers, scan summaries or activities logs.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts entered into specifically for the Authority the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing the Authority the same access to business records at the subconsultant and subcontractor level in all its subconsultant and subcontractor agreements executed

related to this Supplemental Agreement entered into specifically for the Authority the obligation to comply with Section 20.055(5), Florida Statutes.

4.02 COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

During the performance of this Supplemental Agreement, Company, for itself, its assignees and successors in interest, to the extent applicable, agrees as follows:

4.02.1 Compliance with Regulations. Company will comply with Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Supplemental Agreement.

4.02.2 Nondiscrimination. Company, with regard to the work performed by it during this Supplemental Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Supplemental Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Supplemental Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and

J. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4.02.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract specifically for Authority , including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Supplemental Agreement and the Nondiscrimination Acts and Authorities relative to race, color or national origin.

4.02.4 Information and Reports. Company will provide all information and reports required by Nondiscrimination Acts and Authorities, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.02.5 Sanctions for Noncompliance. In the event of Company's non-compliance with the non-discrimination provisions of this Supplemental Agreement, Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Company under this Supplemental Agreement until Company complies, and/or cancellation; (b) canceling, terminating or suspending this Supplemental Agreement, in whole or in part upon written notice to Company..

4.02.6 Incorporation of Provisions. Company will include the provisions of Paragraphs 4.02.1 through 4.02.5 in every subcontract and subconsultant contract it enters into specifically for the Authority, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, the Regulations and/or directives issued pursuant thereto. Company will take such action with respect to any subcontract or procurement it enters into specifically for the Authority as Authority or the FAA may direct and Company agrees to as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if the Company becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority. In addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

4.02.7 Company assures that, in the performance of its obligations under this Supplemental Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non- Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants which it engages specifically for the Authority.

4.03 **AUTHORITY APPROVALS**

Except as otherwise specifically indicated elsewhere in this Supplemental Agreement, wherever in this Supplemental Agreement approvals are required to be given or received by Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Authority.

4.04 **BACKGROUND CHECKS REQUIREMENTS**

Either directly or through a vendor, Company will perform background checks on all new hires, including temporary employees and contingent resources. Company uses a third-party vendor to perform background checks globally. Company background checks include seven years of a criminal check (where available per applicable law: federal/county/nationwide or comprehensive criminal; or if unavailable, the Extended Global Sanctions List will be the only check included), highest educational level verification and three years of employment history verification. The Extended Global Sanctions list includes a collection of more than 500 exclusion and entity lists, U.S., foreign governments and international organizations terrorist watch and sanctions lists, including an OFAC check.

4.05 **LAWS, REGULATIONS, ORDINANCES, RULES**

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with all Federal, State, federal, state, and local laws and regulations applicable to its business.

4.06 **COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW**

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUPPLEMENTAL AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

The Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

4.06.1 Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Supplemental Agreement.

4.06.2 Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by Applicable Law.

4.06.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of the Term of this Supplemental Agreement and following completion of the Term of this Supplemental Agreement.

4.06.4 Upon completion of the Term of this Supplemental Agreement, keep and maintain public records required by the Authority to perform the Services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

4.07 **CONTRACT MADE IN FLORIDA**

This Supplemental Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Supplemental Agreement are expressly set forth herein and this Supplemental Agreement can only be amended in writing and agreed to by both Parties.

4.08 **NOTICES AND COMMUNICATIONS**

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:	OR	(HAND DELIVERY)
(MAIL DELIVERY)		HILLSBOROUGH COUNTY AVIATION AUTHORITY
HILLSBOROUGH COUNTY AVIATION AUTHORITY		SKYCENTER ONE
TAMPA INTERNATIONAL AIRPORT		5411 SKYCENTER DRIVE
P.O. BOX 22287		SUITE 500
TAMPA, FLORIDA 33622-2287		TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER		ATTN: CHIEF EXECUTIVE OFFICER

TO UKG:		
(MAIL DELIVERY)	OR	(HAND DELIVERY)

UKG INC. 900 CHELMSFORD STREET LOWELL, MA 01851 ATTN: CHIEF LEGAL OFFICER UKGLEGAL@UKG.COM WITH A COPY TO EVP CHIEF LEGAL OFFICER	UKG INC. 900 CHELMSFORD STREET LOWELL, MA 01851 ATTN: CHIEF LEGAL OFFICER UKGLEGAL@UKG.COM WITH A COPY TO EVP CHIEF LEGAL OFFICER

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

4.09 **APPLICABLE LAW AND VENUE**

This Supplemental Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Supplemental Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

4.10 **SCRUTINIZED COMPANIES**

Company is required to complete Exhibit G, Scrutinized Company Certification, at the time this Supplemental Agreement is executed and to complete a new Exhibit G for each renewal option period, if any.

This Supplemental Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

4.11 **ANTI-HUMAN TRAFFICKING LAWS**

Company is required to complete Exhibit H, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Supplemental Agreement is executed and to complete a new Exhibit H for each renewal option period, if any.

This Supplemental Agreement will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

4.12 **FOREIGN COUNTRY OF CONCERN**

In order to ensure the security and privacy of PII associated with this Supplemental Agreement, Company must complete Exhibit I, Foreign Country of Concern Attestation. Exhibit I serves to affirm Company's compliance with applicable regulations and requires the Company to declare its relationship to any Foreign Country of Concern, as defined under Rule 60A-1.020, F.A.C.

4.13 **RELATIONSHIP OF THE PARTIES**

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

4.14 **RIGHT TO AMEND**

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Supplemental Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Authority will propose any such modifications or changes to Company via an amendment and if the Parties are unable to come to agreement on the modifications or changes then Authority may terminate this Supplemental Agreement for convenience pursuant to the terms of the Omnia Contact.

4.15 **E-VERIFY REQUIREMENT**

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

4.16 **FAA APPROVAL**

This Supplemental Agreement may be subject to approval of the FAA. If the FAA disapproves this Supplemental Agreement, it will become null and void, and both Parties will bear their own expenses relative to this Supplemental Agreement, up to the date of disapproval.

4.17 **AGENT FOR SERVICE OF PROCESS**

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Supplemental Agreement, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in this Supplemental Agreement, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

4.18 **INVALIDITY OF CLAUSES**

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Agreement will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Agreement, and the remainder of this Supplemental Agreement will be valid and enforced to the fullest extent permitted by law.

4.19 **SEVERABILITY**

If any provision in this Supplemental Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Supplemental Agreement which are severable shall be unaffected.

4.20 **HEADINGS**

The headings contained herein, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Supplemental Agreement. If for any reason there is a conflict between content and headings, the content will control.

4.21 **PUBLIC ENTITY CRIME**

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

4.22 **ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT**

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Supplemental Agreement by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Supplemental Agreement.

4.25 FEES AND PAYMENTS

4.25.1 Payment

Authority will pay Company for Services as set forth in this Supplemental Agreement or as agreed upon in additional Orders executed by Company and Authority for Subscription Services under the terms of this Supplemental Agreement.

4.25.2 Invoices

Invoices required by this Supplemental Agreement will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

4.25.3 Late Payment

Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by Applicable Law. If Authority is more than thirty (30) days overdue in its payment of an undisputed amount, then Company reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to Company and provided that Company gives Authority at least ten (10) business days prior written notice of the overdue amount before Company suspends the Services. Upon payment in full of all overdue amounts, Company will restore the Services.

4.25.4 Fees and Taxes

Authority will pay the Subscription Services fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period for the fees will be for the Term as set forth in the Order Effective Date and will continue until the stated period in each applicable Order. Authority is responsible to pay for the Services for the entire Term. Company may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Supplemental Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable, unless otherwise provided under this Supplemental Agreement.

4.26 **NON-EXCLUSIVE RIGHTS**

This Supplemental Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

4.27 **COMPLETE CONTRACT**

The Omnia Master Agreement, this Supplemental Agreement and its Exhibits represent the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Supplemental Agreement may subsequently be amended only by written instrument signed by the Parties hereto.

4.28 **INDEMNITY**

A. To the maximum extent permitted by Florida law, Company will indemnify, defend and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all third-party liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) alleging:

1. Gross negligence or willful misconduct; or

2. Bodily injury or death

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company.

B. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the gross negligence, or willful misconduct of Company and persons employed or utilized by Company in the performance of this Supplemental Contract.

C. The above indemnity or defense provisions or any part of the above indemnity or defense provisions shall be limited to the greater of the (i) monetary value of this Supplemental Contract or (ii)$1,000,000.00.

D. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Supplemental Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

E. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

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

G. If the above Articles A - G or any part of Articles A – G are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 4th day of December, 2025.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: BY:

Jane Castor, Secretary — Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: BY:

Signature — David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online authorization, this ____ day of December 2025, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor the capacity of Secretary. Treasurer, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

UKG Kronos Systems, LLC

Signed in the Presence of:

BY: _____

Signature

_____ _____

Witness Title

_____ _____

Printed Name Printed Name

_____ _____

Witness Printed Address

_____ _____

Printed Name City/State/Zip

UKG Kronos Systems, LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2025 by _____ as

(Name of person)

_____, for _____.

(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Personally Known OR Produced Identification

Type of Identification Produced

_____

Signature of Notary

_____

Print, Type, or Stamp Commissioned Name of Notary

EXHIBIT A

Cobb County, GA

Contract # 24-6833

for

Human Resource Systems and Related Products and Services

with

UKG Kronos Systems, LLC

Effective: July 14, 2025

The following documents comprise the executed contract effective: July 22, 2025

I. Vendor Contract and Signature Form

II. Exhibit A - Supplier's Response to the RFP

III. Exhibit A-1 - Exceptions

IV. Exhibit B - RFP #24-6833

V. Exhibit C - UKG Public Sector MSA

    1. Exhibit C-1 - UKG Service Descriptions
    2. Exhibit C-2 - UKG Support Policy
    3. Exhibit C-3 - Acceptable USE Policy
    4. Exhibit C-4 - US Data Protection Addendum
    5. Exhibit C-5 - Details of Processing of Customer Personal Data
    6. Exhibit C-6 - Technical and Organizational Measures
    7. Exhibit C-7 - Supplement to UKG DPA for UKG Other Products and Services
    8. Exhibit C-8 Equipment Addendum

VI. Exhibit D - UKG Perpetual Software Terms and Conditions Contract

    1. Exhibit D-1 - UKG Perpetual Software Commercial Terms and Conidtions

VII. Exhibit E - UKG Statement of Work

VIII. Exhibit F - UKG Business Associate Addendum

IX. Exhibit G - Terms of Use for MyPeopleDoc

Reference No. 22512

Master Agreement

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

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

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

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

Exhibit "A-1" Exceptions

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

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

Exhibit "C-1" UKG Services Descriptions

- UKG Extensions for Health Care Services Description
  - Exhibit 1 Cloud Services for Healthcare Extension
  - Exhibit 2 Security and Disaster Recovery
  - Exhibit 3 Service Level Agreement
- UKG Great Place to Work Services Description
- UKG Great Place to Work Services Description Badge Guide
- UKG HR Service Delivery SaaS Services Description
  - Exhibit 1 Service Level Agreement for the Subscription Services Availability
  - Exhibit 2 Customer Support Policy
- UKG Income and Employment Verification from Equifax Services Description
- UKG One View Connect Services Description
- UKG One View Managed Services Description
- UKG One View Payments Services Description
- UKG Pro Clinical Scheduling Extensions Services Description
- UKG Pro Extended Services Description

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

- Exhibit 1 Service Level Agreement for the Subscription Services Availability
- Exhibit 2 Customer Support Policy For UKG Pro Pay and UKG Pro People Center and UKG Pro Workforce Management
- Exhibit 3 UKG Pro Payment Services
- Exhibit 4 UKG Pro Print Services/Check Printing Services
- Exhibit 5 UKG Pro ACA Services

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

- Exhibit 1 Service Level Agreement for the Subscription Services Availability
- Exhibit 2 Customer Support Policy for UKG Pro Pay and UKG Pro People Center
- Exhibit 3 UKG Pro Payment Services
- Exhibit 4 UKG Pro Print Services/Check Printing Services
- Exhibit 5 UKG Pro ACA Services

UKG Pro Workforce Management Services Description

- Exhibit 1 Service Level Agreement
- Exhibit 2 Customer Support Policy

UKG Ready Benefits COBRA Administration Services Description

- Schedule 1 Duties of the Parties

UKG Ready Services Description

- Exhibit 1 UKG Support Policy

UKG Ready Payroll Services Description

- Pricing Exhibit

UKG TeleStaff IVR Service (User Based) Services Description

- Acceptable Use Policy

UKG Virtual Roster Cloud and UGK Pit Manager Cloud Services Description

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

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

UKG Webhooks Premium Services Description

Exhibit "C-2" UKG Support Policy

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

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

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

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

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

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

Exhibit 3 A Purchased Equipment Description

Exhibit 3 B Equipment Rental Description

Exhibit "D" UKG Perpetual Software Terms and Conditions Contract

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

Section A General Terms and Conditions

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

Exhibit "E" UKG Statements of Work

UKG Launch Ready Statement of Work

UKG Launch UKG Ready Template Essentials Package Statement of Work

UKG Launch UKG Ready Plus Package Statement of Work

UKG One View Connect Statement of Work

UKG One View Managed Services and Payments Statement of Work

UKG Pro Pay and People Center Statement of Work

UKG Pro Workforce Management Statement of Work

Exhibit "F" UKG Business Associate Addendum

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

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

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

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

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

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

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

[Signatures on Next Page]

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

OWNER	CONTRACTOR
Cobb County Board of Commissioners	UKG Kronos Systems,LLC
100 Cherokee Street	900 Chelmsford Street
Marietta, Georgia 30090	Lowell, MA 01851
	Mei Deng
Lisa N. Cupid, Chairwoman	MEI DENG, Director, Finance Business Ops
Cobb County Board of Commissioners	UKG Kronos Systems LLC
Date 7/22/25	Date 7/14/2023
Approved as to form:	Attest:
County Attorney's Office	Corporate Secretary
July 22, 2025	Corporate Seal
Date	
	Federal Tax ID Number 04-2640942

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

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

June 26, 2025

Certificate of Authority

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

Elizabeth McCarron
President and Manager

Exhibit "A"

Contractor's Bid/Proposal

Cobb County
Human Resource Systems and Related Products and Services
Sealed Proposal # 24-6833

Brian Coopman
Director, Contracts & Procurement - Public Sector
UKG Inc.

900 Chelmsford Street
Lowell, MA 01851
T: 978.250.9800
www.ukg.com



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5.1 COVER LETTER

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Additional Notes from RFP

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services. (p.20)

August 8, 2024

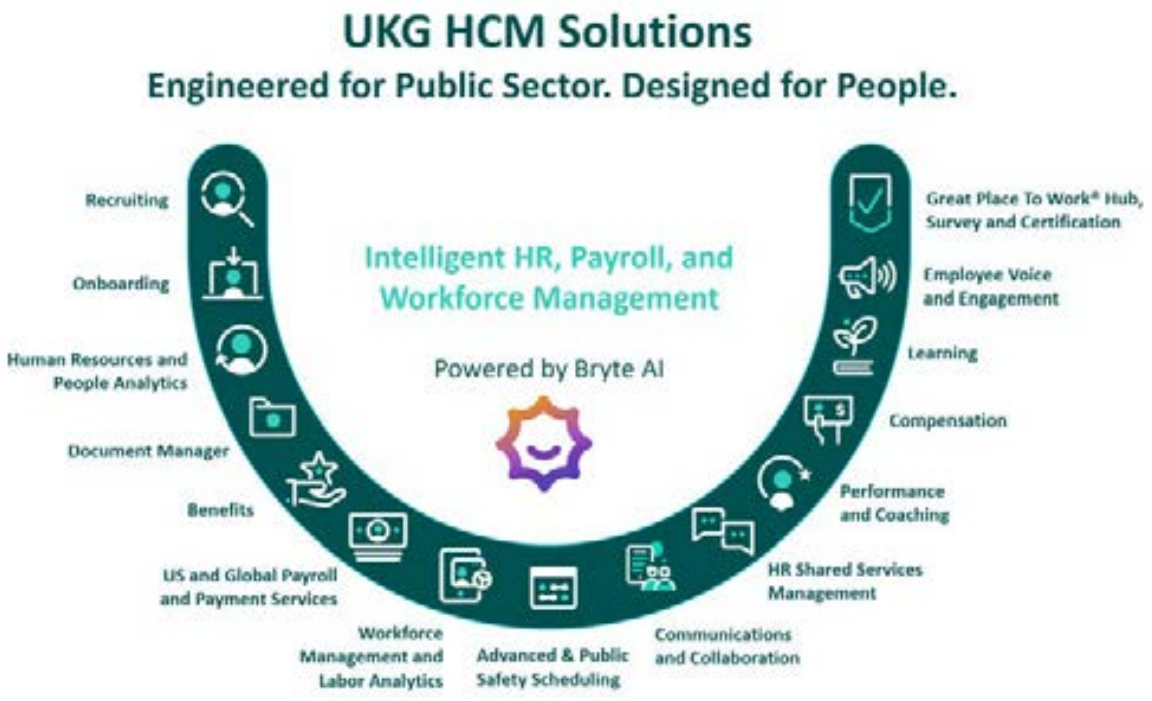
Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, GA 30060

Subject: Sealed Proposal #: 24-6833 – Request for Proposals for Human Resource Information Systems and Related Products and Services

Dear Cobb County Procurement Services Department,

UKG hereby submits our proposal to deliver Human Resources Information Systems and Related Products and Services on behalf of Cobb County, Georgia (Lead Public Agency), and other government agencies (Participating Public Agencies) made available through OMNIA Partners.

In February 2020, Kronos and Ultimate Software announced a definitive merger agreement to unite two industry leaders to form one of the world's largest cloud companies: **UKG**. As a long-standing provider partner to Participating Public Agencies delivering human capital management (HCM) and workforce management (WFM) solutions, UKG welcomes the opportunity to further our partnership through our expansive suite of cloud solutions and services:



UKG offers the industry's most technologically advanced HCM solutions driven by our ***combined research and development (R&D) spending exceeding $2.8 billion over the past 5 years across our product line—including $671M in FY2023.*** As a result, UKG is frequently recognized as an HCM industry leader.

UKG has earned numerous awards for its culture, products, and services, including consecutive years on Fortune's 100 Best Companies to Work For list. To learn more, visit www.ukg.com/about-us/awards-and-recognition.

Industry expertise: UKG holds the depth and breadth of services defined by the Lead Public Agency to support the vast collection of Participating Public Agencies encompassing this solicitation:



Solution of choice: As Participating Public Agencies consider HCM and WFM solutions, UKG is uniquely poised to collaborate and configure the best solution suite aligning with each agency's distinct scope of work, complexity, employee population, and service requirements. UKG ensures we deliver the exacting services, compliant with regulatory requirements, to modernize Participating Public Agencies' HCM and WFM environments as they establish their future-state and long-term organizational ecosystems.

ERP integration: As Participating Public Agencies seek to deploy enterprise software to gain efficiencies across its financials, purchasing, asset management, budgeting/forecasting, or utility billing processes by leveraging cloud-based platforms, UKG delivers integration to support Participating Public Agencies' current requirements and long-term business needs. UKG frequently supports participating agencies' HCM and WFM initiatives by integrating with selected ERP providers to ensure accurate data is reflected between finance regulatory management processes and HCM and WFM processes. In fact, ***our 80,000 customers across all verticals are decoupled from ERP environments and integrate to incorporate HCM and WFM.***

As the Lead Public Agency's primary point of contact, I welcome discussion of our solution suite and how UKG can enhance the employee experience across your Participating Public Agencies' portfolio. I am available and authorized to clarify and/or negotiate all aspects of UKG's scope of products and services, and I am authorized to bind UKG to the terms and conditions of the RFP and UKG's proposal.

We look forward to working with the Lead Public Agency and Participating Public Agencies.

Sincerely,

Brian Coopman
Director of Contracts and Procurement
Public Sector
563.370.5356
brian.coopman@ukg.com
UKG Inc.

5.2 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Cobb County, Georgia (Lead Public Agency) seeks to engage qualified providers of a comprehensive range of Human Resource Information Systems and Related Products and Services to support itself and all states, local governments, school districts, higher education institutes, and nonprofit organizations (Participating Public Agencies) throughout the United States of America by delivering a broad selection of service options to include:

- Employee Information Management
- Recruitment and Applicant Tracking
- Onboarding and Offboarding
- Attendance and Leave Management
- Payroll and Benefits Administration
- Performance Management
- Training and Development
- Compliance and Legal Requirements
- Employee Self-Service
- Analytics and Reporting
- Integration and Security
- Mobile Accessibility

As the Lead Public Agency, Cobb County is pursuing a modernized suite of solutions framed by its motto:

Cobb County...Expect the Best!

Cobb County Procurement Services Department
Sealed Proposal # 24-6833

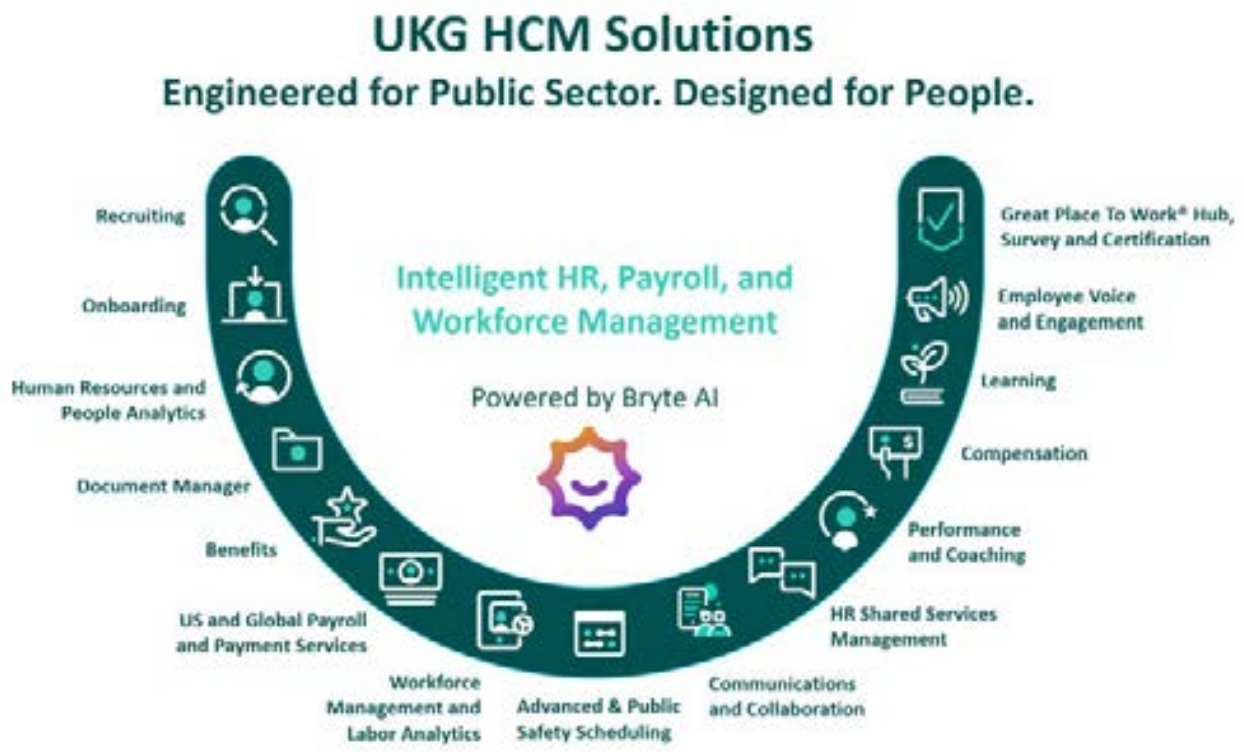
Aligned with the Lead Public Agency's promise to **expect the best**, UKG is poised to continue our more than ten years holding the OMNIA Partners contract supporting more than 1,000 customers, which now generates $115 million in annual revenue and represents $350 million in savings for Participating Public Agencies. As a proud recipient of the OMNIA Partners *Bronze Partnership Excellence Award*, UKG welcomes the opportunity to extend our partnership by delivering full-scope Human Resource Information Systems and Related Products and Services to Participating Public Agencies.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

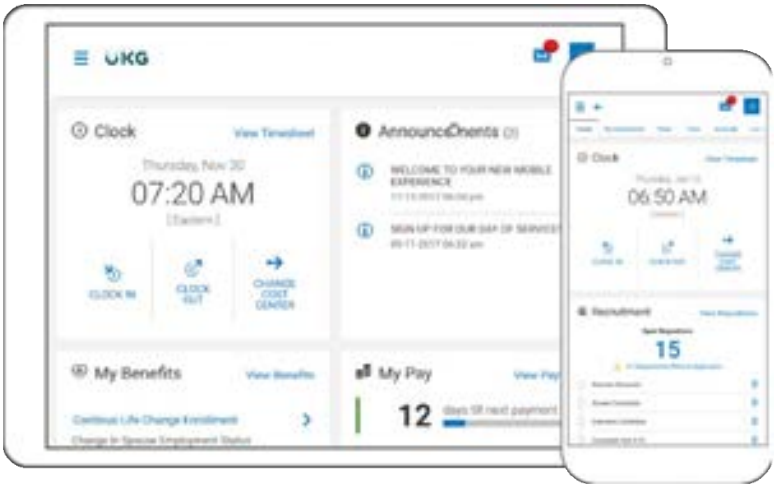
To meet this goal, UKG proposes our full-scope human capital management (HCM) solution suite to empower Participating Public Agencies to **deliver the best employee experience** across their organizations – from hire to retire.

Your biggest investment is your people.
Invest in their employee experience.



Single-provider consolidation. Delivered through SaaS, UKG's HCM offerings manage hire-to-retire services through one easily accessible web portal. What makes UKG HCM solutions most unique is that one single employee data record drives all modules and delivers visibility across each Participating Public Agency's distinct employee population. A single update to the employee record effectively updates all modules within the platform.

Process automation. The Lead Public Agency is focused on attaining a solution to deliver operational efficiency and effectiveness. UKG is aligned with your goals, offering comprehensive HCM solutions to completely automate business processes. Intelligent data collection options capture data at its source. Exception-based management views focus attention on areas of concern, and employee self-service reduces calls to HR, payroll, and managers.



A single, end-to-end HCM solution, UKG's integrated system eliminates error-prone duplicate data entry and consistency issues that can occur across multiple systems. Our HCM offerings provide standard and custom fields to cover the full range of HR requirements — from pre-hire to separation — so Participating Public Agencies can store and track all employee data in one location. Role-based web and mobile self-service enables employees and managers to view and update information at their convenience. Automation of hiring, onboarding, time, payroll, and training processes — using configurable workflows — eases HR's administrative burden, supports compliance, and drives results.

User friendly. Participating Public Agencies require solutions that are easy to use for their managers and employees to drive efficiency and engagement via self-service. UKG HCM offers an intuitive user experience through a modern, consumer-grade interface. Our intuitive workflows ensure greater user adoption and a better employee experience. Additionally, Participating Public Agencies can enable their employees to manage their experiences via the UKG mobile app, putting all HR tools at their fingertips whenever they need them.



Whether in the workplace, on the road, or working remotely, employees can access the full system to stay informed, keep tasks moving, and make an impact on people and processes seamlessly. Participating Public Agencies can give their people the exact tools they need anytime, anywhere with personalized self-service options based on their role, common activities, location, and preferences. Participating Public Agencies can build or access reports, charts, and even predictions and recommendations in real time on their mobile devices to ensure they are always ready for strategic actions and conversations.

Focus on compliance. With a commitment to integrity and excellence, UKG drives regulatory compliance for Participating Public Agencies through immediately accessible tools and resources. UKG's robust built-in rules help Participating Public Agencies adhere to critical employment laws and promptly notify them if errors occur. UKG delivers proactive, automated updates to pay, time, and HR rules, giving Participating Public Agencies access to the latest information so they can easily meet regulatory standards. This is supported by access to a centralized, reliable data source, complete with the latest

government forms, and automated ACA and absence management tools accessible anytime, anywhere, from any device to help reduce risk of noncompliance.

Unified alliance partnerships. Participating Public Agencies may pursue unique service functionality requiring specialized features to supplement UKG HCM across their specified service scope. To meet any ancillary services identified within an individual Participating Public Agency's service scope, UKG engages partners who bring unique business value. Partnerships with some of the world's leading information and HCM organizations drive innovations in workforce management across geographies and technologies. UKG's Marketplace Partners deliver advanced features and functionality to UKG HCM solutions through seamless API integrations that automate processes, reduce manual errors, and offer innovative capabilities. Please visit our UKG Marketplace - Partners website to access a comprehensive listing of our partners.

Innovative technology. Understanding that the Lead Public Agency is focused on acquiring a solution with a foundation in the newest technology. UKG offers the industry's most technologically advanced HCM solutions driven by our ***combined research and development (R&D) spending exceeding $2.8 billion over the past 5 years across our product line***—including $671M in FY2023. As a result, UKG is frequently recognized as an HCM industry leader.



In fact, UKG was recently named a ***Leader in the*** *NelsonHall NEAT report* ***for HCM solutions in both enterprise and small business markets.*** The distinction follows similar Leader or #1 rankings from influential analyst firms in 2023 including **Forrester**, **Gartner**, **Nucleus Research**, and **Sapient Insights Group.** The Lead Public Agency can be confident in UKG's leadership as an innovative technology provider allowing for a modern and responsive go-forward strategy for Participating Public Agencies as they pursue their HCM future state via UKG.

You tell us your needs, and we'll develop and present a set of proven solutions.

Market expertise. The Lead Public Agency needs an experienced HCM provider leading its Human Resources Information Systems and Related Products and Services initiative on behalf of your Participating Public Agencies across their multiple jurisdictions, various constituents, and distinct business environments. UKG delivers the depth and breadth of services defined by the Lead Public Agency to support the vast collection of Participating Public Agencies encompassing this solicitation:



Solution of choice. As Participating Public Agencies consider HCM solutions, UKG is uniquely poised to collaborate and configure the best solution suite aligning with each agency's distinct scope of work, complexity, employee population, and service requirements. UKG ensures we deliver the exacting services, compliant with regulatory requirements, to modernize Participating Public Agencies' HCM environments as they establish their future-state and long-term organizational ecosystems.

One contracting vehicle. A multitude of HCM options

Scalable for success. As Participating Public Agencies expand as organizations and communities, UKG will grow with them. Our cloud-based solution delivers automated system updates to incorporate enhanced feature functionality and ensure their regulatory compliance. Our robust HCM solution allows Participating Public Agencies to leverage more complex solution modules, if necessary, as their agencies build over the coming years. By proactively engaging with each agency, UKG commits to understanding their business goals and objectives, which allows us to anticipate their needs and guide them down the right path.

Proven partnership. As a long-standing provider partner to the Lead Public Agency delivering our full range of HCM solutions to you and your Participating Public Agencies, UKG welcomes the opportunity to further our partnership through our expansive suite of cloud solutions and services.

At UKG, we believe that technology is only as great as the people behind it. As part of our **Partner for Life** approach, Participating Public Agencies can leverage trusted advisors for strategic guidance to evolve their people strategy and employee



experience as needs change throughout the lifespan of our contract. UKG's tenured team helps Participating Public Agencies reduce administrative burdens, optimize their solutions, and support their long-term business goals to achieve their desired business outcomes.

Next steps. As the Lead Public Agency considers your Human Resources Information Systems and Related Products and Services options, UKG is committed to extending our consultative partnership as your **Partner for Life** provider. With Participating Public Agencies modernizing their systems via expansive, innovative, and integrated HCM solutions, UKG understands the distinct challenges these agencies face across their diverse workforces.

> **I like that UKG technology can transform the way we do business. It makes it easier, so we can spend time doing the things we need to do, instead of data entry.**
>
> *Shuana Thompson*
> *Director, Financial Information Systems*
> *Pace University*

The Lead Public Agency can **expect the best** from UKG, as we are poised to work with you to ensure we deliver exacting services, compliant with regulatory requirements, to revitalize the HCM environment throughout the Participating Public Agencies community. We look forward to performing in accordance with our *Bronze Partnership Excellence* status to uphold our commitment to partnership.

UKG will work with the Lead Public Agency and Participating Public Agencies to ensure their employees are engaged throughout their unique life-work journeys, from hire to retire. Participating Public Agencies can enhance their reputations as employers of choice to attract and retain the most talented and diverse workgroups to serve their agencies and their communities as their futures evolve.

UKG brings our singular HCM solution to your singular biggest investment: your employees.

5.3 COMPANY BACKGROUND/PROFILE

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

- **Legal name:** UKG Kronos Systems, LLC
- **Address:** 900 Chelmsford Street, Lowell, MA 01851
- **Phone:** 978-250-9800
- **Fax:** 978-367-5900
- **Email:** brian.coopman@ukg.com
- **Federal ID#:** 04-2640942
- **Website Address:** www.ukg.com

b. Date business was established under current name.

On October 3, 2023, Kronos Incorporated underwent an entity conversion in accordance with Massachusetts General Laws 156D §§ 9.50-56 and has been renamed and rebranded as UKG Kronos Systems, LLC. As a matter of law, UKG Kronos Systems, LLC is considered the same business entity as Kronos Incorporated.

Prior to the entity conversion, Kronos Incorporated had been in business since 1977.

c. Size of company including the total number of employees.

UKG Inc., parent company to UKG Kronos Systems LLC, employs approximately 14,000 employees worldwide.

d. Type of ownership or legal structure of business

Private Company

e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

UKG is dedicated to completing all its contractual engagements with its customers and has thousands of delighted customers. There may be rare occurrences when contracts are terminated by a customer based on their business circumstances or, in even more rare instances, where they have determined that they prefer another solution. These are unique situations and occur despite UKG's effort to complete the contract. UKG cannot divulge specific circumstances of its confidential customer situations.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

From time to time and in the ordinary course of our business, the company or its subsidiaries is involved in a variety of claims, demands, suits, investigations, or proceedings, including actions concerning contracts, intellectual property, and employment matters. While it is not possible to predict the outcome of these matters with certainty, we do not expect the results of any of these actions to have a material adverse effect on our business or financial condition or on our ability to provide products or services to you.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

No.

h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

Included as **Appendix 8** – UKG Additional Agreements.

5.4 EXPERIENCE

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information:

Relevant/Comparable Contract #1

a. **Scope of services/contract description.**

   Ann Arbor Police Department, MI - TeleStaff as its primary scheduling solution for special event deployments and notifications; UKG Pro HCM for HR and Payroll.

b. **Dollar value of contract.**

   Estimated Annualized Contract Value - $25,000

c. **Assigned project personnel.**

   UKG Sales and Professional Services

d. **The contracting entity's contact person, current phone number, and current e-mail address as reference information.**

   Jason McKinley, (810) 623-3971, jmckinley@a2gov.org

Relevant/Comparable Contract #2

a. **Scope of services/contract description.**

   City of Memphis, TN - Former Workforce Central customer that migrated to UKG Pro Workforce Management and UKG TeleStaff for 9,200 employes

b. **Dollar value of contract.**

   Estimated Annualized Contract Value - $1.3 million

c. **Assigned project personnel.**

   UKG Sales and Professional Services

d. **The contracting entity's contact person, current phone number, and current e-mail address as reference information.**

   Sgt Russell Mooney, (901) 314-4446, russell.mooney@memphistn.gov

Relevant/Comparable Contract #3

a. **Scope of services/contract description.**

   City of Waukesha, WI - UKG Pro Workforce Management for 950 employees and UKG Pro HCM for 1,300 employees.

b. Dollar value of contract.

Estimated Annualized Contract Value - $150,000

c. Assigned project personnel.

UKG Sales and Professional Services

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Patricia Erickson, ERP, (262) 524-3573, perickson@waukesha-wi.gov

Relevant/Comparable Contract #4

a. Scope of services/contract description.

Las Vegas-Clark County Library District - Former Workforce Central agency that migrated to full suite UKG Ready (WFM and HCM) for 750 employees.

b. Dollar value of contract.

Estimated Annualized Contract Value - $125,000

c. Assigned project personnel.

UKG Sales and Professional Services

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Glodia Thomas, HRIS Manager, (702) 507-6238, thomasgl@lvccld.org

Relevant/Comparable Contract #5

a. Scope of services/contract description.

City of Southlake, TX - Workforce Central customer migration to UKG Ready Time WFM for 575 employees.

b. Dollar value of contract.

Estimated Annualized Contract Value - $60,000

c. Assigned project personnel.

UKG Sales and Professional Services

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Dylan Welch, Human Resources Business Partner, Systems, (817) 748-8313, dwelch@ci.southlake.tx.us

5.5 PRODUCT INFORMATION/SERVICE CAPABILITY

Provide detailed information on service capabilities of your offering. This information shall detail how the Supplier's solution meets the requirements of this RFP.

a. Detail how supplier is currently in compliance with all relevant regulations for the HR software market. Provide documentation of appropriate certifications and licenses, if applicable.

UKG Inc. and its subsidiaries comply with all relevant laws and regulations applicable to Supplier's business in performing its obligations worldwide. The company maintains a robust compliance program covering a variety of laws and regulations that impact its operations around the globe.

b. Demonstrate how Software is implemented, what training curriculum's entail, and what the implementation process entails.

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member. (p.20)

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 the customer's existing human capital management and workforce management (where applicable) functions from your legacy provider to the Applications. UKG's deployment methodology includes the following phases:

- **Welcome Phase:** Preliminary preparation involves four basic elements: UKG's internal orientation meeting, customer preparation, a project team initial kick off meeting and software installation.
- **Requirements Phase:** UKG will perform an analysis by interviewing key people from different functional areas. Information that has been gathered during the analysis process is used to determine the current system set up, the new system definition requirements and allow us to determine the best fit between the customer's business requirements and the functional capabilities of the UKG Pro products.
- **Build Phase:** This phase includes configuration, integration, and conversion.
- **Test Phase:** Testing is one of the most critical functions of the Launch process. UKG recommends functional and parallel testing.
- **Go-Live Phase:** This phase consists of UKG assisting the customer with the first live processing of the functionality that is being implemented. In this phase, the consultant officially transitions the customer's support to the UKG Product Support Team.

UKG will assign project team resources based on availability and bandwidth at the time of contract and the final scope of the project. Should UKG be considered a finalist, we are happy to provide additional details regarding potential project resources and their relevant experience. Below is a summary of the UKG project team roles and typical experience.

Depending on the final scope, the UKG project team may consist of the following UKG personnel:

Practice Manager

- Responsible for Customer's overall satisfaction with the UKG project ensuring that quality resources, as well as quality processes and standards, are applied to each task.

Project Manager

- Collaborates with the Customer PM to align the desired project outcomes, producing key results related to the customer's critical business needs.
- Facilitates business process dialogue and, along with the rest of the UKG project team, ensures the UKG solution will meet the Customer Relationship criteria.
- Monitors the project throughout its life cycle – including scope management, change control, issue management, risk management, quality management, resource management, communication management, financial management and schedule management.
- Provides regular project status updates on the items above via collaborative tools and workspaces that include the Project Dashboard, Schedule, Timeline, Issues Log, Risk Management Log, Communication Plan and a Change Request Log.
- Ensures change requests, risks, issues, or concerns are communicated to the Customer Project Manager and escalated as necessary.
- The UKG Project Manager is the primary contact for the Customer's deployment project team.

UKG Consultant

- Utilizes their industry experience and domain knowledge to guide and facilitate discussions geared toward delivering a solution that meets the customer's desired business outcomes.
- Makes recommendations based on experience and in conjunction, reviews and considers the business requirements for the project.
- Configures the solution by persona based on customer requirements.
- Unit tests the solution and ensures any issues are documented and addressed.

Integration Consultant

- Facilitates discussions to collect interface design requirements.
- Configures and tests interfaces.
- Supports questions on function and usage of each.

Cloud Build Manager

- Responsible for the review and first tier technical discussion on Cloud Services purchased and available Cloud offerings.
- Lead customer in discussions, Q&A and where to find supporting documentation on Cloud Services/Offerings

- Assist the customer, UKG and Partner implementation teams in understanding and following the standard Cloud implementation processes and procedures
- Align with the customer, UKG and Partner implementation teams to deliver and manage the request of the Cloud Services purchased and other available Cloud offerings selected within timeline and scope of the project
- Aid the customer, UKG and Partner implementation teams in planning the go-live activities to coincide with the Cloud go-live approval and audit requirements
- Manage acquiring Cloud subject matter experts/technical resources for technical calls which may be required to support customer technical resources in defining variables of the purchased Cloud Services and available Cloud offerings.

Executive Relationship Manager

- Acts as customer advocate and overall relationship manager for UKG.
- Works to ensure the customer has a consistent and satisfying experience with UKG.
- Provides a central point of contact for the customer after the project is completed.

Education Consultant / Training Specialist

- Holds the knowledge and certifications to guarantee customers the best learning experience.
- Leads attendees through content presentations, guided exercises and individual practice exercises to increase proficiency with the UKG solution.

c. Provide a list of any third-party suppliers that might be utilized during implementation and any third-party terms and conditions that would apply.

UKG offers products facilitated by third-parties to meet the needs of participating public entities. These solutions may have additional terms and conditions, in addition to the UKG Master Services Agreement, and can be found at https://www.ukg.com/services-descriptions and/or attached.

Additional terms and conditions associated with these partners are provided in **Appendix 9**.

d. Provide detailed information on training capabilities for your offering.

At UKG, we understand that one size doesn't fit all regarding education. That's why we provide customized training to project team members, managers, administrators, and IT staff members. Our blended approach includes self-paced training, webinars, instructor-led training, and a user adoption resource center. We offer individualized, role-based, just-in-time learning to prepare your core project team and increase user acceptance of your new solution. Additionally, we provide instructor-led training, demonstrations, and hands-on education to ensure that your functional and technical team members are fully prepared for deployment and ongoing support of your solution. Our User Adoption Resource Center provides expert answers, coaching, and tools to ensure solution adoption.

e. Provide a list of the top software and programs Supplier's offering can integrate with.

One size does not fit all when it comes to connecting and syncing data across the different solutions you may be using to run your business, regardless of if they're in the cloud or not. UKG Integration Hub provides you with the flexibility to securely get data wherever it needs to go quickly and easily. We support customers' needs to use file transfer and/or APIs, when available.

UKG has developed Integrations across 500+ vendors and our integration experience includes vendors such as ADP, Ceridian/Dayforce, CGI, Cigna, Delta Dental, Ellucian Banner, Empower, Fidelity, Great Plains, Lawson, MetLife, Oracle PeopleSoft, SAP, Tyler Technologies, Workday and many more.

f. Provide any multi-factor authentication features, if applicable.

Multi-factor Authentication (MFA) provides added security by requiring users to enter a supplied code to verify that they are who they say they are. The code "validates" the user for a period of time set by the system administrator. When the period expires, the user will be required to re-authenticate. If your agency uses Multi-factor Authentication, there are three methods that can be used to retrieve the code:

- Email - code sent to the user's email address
- SMS - code sent to the user through text message
- Token - code provided by a password authenticator. This method requires users to have an authenticator installed on their device.

UKG products support SAML 2.0 which then allows the client to use their existing Identity Provider (idP) to manage their user accounts and credentials, including the use of multi-factor authentication if enabled in their idP system.

g. Provide a list of Distributors, if applicable.

Not applicable.

h. Detail the process for software migration and the parties that will be involved.

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 the customer's existing human capital management and workforce management (where applicable) functions from your legacy provider to the Applications. UKG's deployment methodology includes the following phases:

- **Welcome Phase:** Preliminary preparation involves four basic elements: UKG's internal orientation meeting, customer preparation, a project team initial kick off meeting and software installation.

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- **Build Phase:** This phase includes configuration, integration, and conversion.
- **Test Phase:** Testing is one of the most critical functions of the Launch process. UKG recommends functional and parallel testing.
- **Go-Live Phase:** This phase consists of UKG assisting the customer with the first live processing of the functionality that is being implemented. In this phase, the consultant officially transitions the customer's support to the UKG Product Support Team.

Typically, employee master demographics data is migrated from your legacy system. Depending on the source, we would leverage a data import to import the initial employee information and then automate a recurring import for loading new and changed data from the employee master record in the HR system. A general best practice for historical legacy data is to back up the data to be accessed by third-party reporting tools or keep it available in the current legacy system for access as required. Although it may be possible (each scenario is different), it is not recommended that detailed transactional type historical data be migrated mostly to eliminate the cost of what are usually very complex and expensive integrations.

UKG offers a robust API framework for any data conversion that provides extensibility and simplifies integration with other systems. The architecture allows access to all system resources through REST APIs, managed through a gateway that monitors individual API performance and SLA. Leveraging industry-leading Boomi integration tools, dozens of pre-built connectors are provided for common use cases such as people, payroll, and accruals.

UKG takes a consultative approach when implementing its solutions. A customer can expect the UKG team to offer recommendations based on our experience that are customer and project specific. Examples may include recommended changes to payroll processes, posting of schedules, managing timecard exceptions, managing time off requests, and overall business process improvement regarding your workforce management and human capital management strategies.

As with any system deployment, we can anticipate operational and organizational change to occur because of your initiatives. Our experience reveals that there are several guiding principles/activities that are crucial to success, due to the challenges associated with bringing together industry best practices, specific user requirements, and software functionality in an agency like yours. The guiding principles/activities that will drive our success include:

- Focusing on outcomes driven by business requirements as opposed to tasks
- Identifying and prioritizing processes and associated impacts
- Examining processes holistically as well as independently
- Understanding the linking of processes, workflows, and various departments

- Understanding the role of decision points across processes and departments
- Capturing the information as close to the source as possible

i. Detail the process for software upgrades and the parties that will be involved.

Our offering is a multi-tenant SaaS solution. As such, we manage all hardware, software, enhancements, and maintenance to the application code layer. Minor releases are delivered monthly and major releases are delivered quarterly. These releases include new opt-in features and maintenance code. Each customer is updated concurrently during each release cycle, so every customer remains on the latest software version. Clients are notified of planned enhancements 30 days prior to the release; notifications include links to new features, detailed descriptions, and before-and-after behavior details.

j. Detail what technical support is provided for the life of the product and how service issues will be handled.

Support is included with your purchase of a UKG solution. Support includes 24/7 Mission Critical support for infrastructure outages – if your system is down, we'll get you back up and running quickly. Support calls are routed through our UKG Customer Relationship team. A call coordinator triages the call and determines the priority based on the issue and your need. Customers registering with their site ID are automatically routed to the support group queue specific to their product. Response times are determined by solution priority level and the call coordinator prioritizes calls based on the UKG solution service level agreement:

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Below is an example. Please note that target response times will vary depending on the UKG solution:

- **Priority Level: High**
    - Target Response Time: Thirty (30) minutes or immediately via Rapid Response
    - A critical Customer issue with no available workaround where the Subscription Services cannot be accessed or where the Subscription Services are experiencing significant system degradation, such as:
        - Cloud outage
        - Unable to sign-off timecards
        - Payroll data accuracy or inability to process payroll
        - Totals are not accurate
        - Unable to collect punches from terminals
        - Unable to access a critical function within the Subscription Services

- **Priority Level: Medium**
    - Target Response Time: One (1) business hour or immediately via Rapid Response
    - A serious Customer issue which impacts the ability to utilize the Subscription Services effectively, such as:
        - Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes, but balances are accurate)
        - Data display inaccuracies or inconsistencies across multiple tasks
        - Application performance is inconsistent or fluctuates
- **Priority Level: Low**
    - Target Response Time: Within two (2) business hours
    - Non-critical Customer issues generally entail use and usability issues or how-to questions, such as:
        - How do I set up a holiday pay rule?
        - How do I run a report?

UKG Service Escalation Guidelines

- **Critical Outages:** UKG will provide continuous effort on all high-priority events through either bug identification, the development of a workaround, or problem resolution. The case may be passed to the after-hours team if this effort goes beyond normal business hours. On-going continuous attempts may also depend on the customer's ability to provide a resource to work with UKG during this period.
- **Technical Escalation:** UKG's case resolution process is a team-based approach structured around specific features within our solution and staffed by support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case, based on severity and complexity, to ensure the fastest resolution time possible. The teams are also integrated with the Development Engineering and Cloud Operations teams. They engage their assistance and technical guidance when necessary and directly escalate depending on case severity and time to resolve considerations. An Escalation Manager may be assigned as a single point of contact and communication regarding case resolution status, action plan development, resource integration, and implementation coordination for situations that contain multiple cases. The Escalation Manager remains engaged until the problem has been successfully remediated.
- **Management Escalation:** Customers may, at any time, ask to speak to the UKG support manager if they experience dissatisfaction with the level of service received concerning a specific case or service in general. To contact the UKG Customer Relationship manager, please call the UKG Customer Relationship Center and ask to speak to a manager.

- **Remote Support:** A web-based screen-sharing application that enables UKG to support you by empowering our support representatives to view your computer remotely. By connecting remotely, support representatives will work in real-time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community

As a UKG customer, you will have access to the UKG Community where you can connect with UKG customers, partners and product experts to get help, training and share ideas. Discover the tools and resources you need to maximize your UKG solution, and tap into the educational offerings, remote customer support, eCase management, customer forums, documentation, and more that UKG experts support. This is our vibrant platform allowing for seamless and ongoing networking opportunities with peers. Highlighting a few statistics that make this platform standout include:

- Our UKG Community houses over 150,000 members, including over 5,000 UKG Partners
- Among a recent quarter, members logged in 308,984 times, accumulated 367.k searches and viewed 2,340,780 pages!
- Community members continue to enthusiastically submit, collaborate, and vote on product enhancement ideas and our product teams continue to work these ideas into our products – testament to our innovative commitments.

Access to the UKG Community includes:

- **Support Cases** - Creating and managing support cases is easy in the Community through our Cases portal which enables you to quickly send in cases to our support team and get a full view of your cases to easily see cases by your solution ID, status, owner, and more. .
- **Get Answers** - Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more. And if you can't find your answer, you can always ask a question for others in the Community to answer.
- **Learn** - Community offers easy access to UKG training, thought leadership newsletters, and expert insight blogs. Community also provides unlimited access to tutorials, how-to's, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which can help improve compliance with one-stop information on up-to-date law, regulation, and industry trend summaries powered by Wolters Kluwer.
- **Discussions** - Connect with UKG customers, partners, and product experts in Discussion Groups that are organized by product, industry, or special interest. With thousands of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.

- **Ideas** - Have ideas for product or UKG Community improvements? UKG listens to all of our customers. Simply access the Community to add comments to ideas you want to expand on or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.

UKG Aspire Event

Aspire is an annual conference that celebrates UKG's customers. We do this by delivering on their expectations of value, partnership, forming connections, and making memories. Advantages include:

- Easy access to UKG experts for best practice solutions and instant support
- Holistic product learning through sessions, roadmap presentations, and demos
- Meaningful opportunities for peer-to-peer networking
- Intentional and inspiring thought leadership topics
- Inviting, inclusive, and immersive social experiences

5.6 PRICING

Suppliers shall provide a detailed breakdown of the price per user/license for the proposed system(s).

a. Provide details of and propose additional discounts for large number of users, minimum user, rebates or additional discounts (if offered).

A sample of UKG software, hardware, and professional services offerings is provided in the attached Price Book. Sample pricing provided is MSRP and is "not to exceed" for net new customers only. Upon award, a comprehensive price book for all readily available products will be provided to OMNIA Partners and the Lead Public Agency. Legacy products and those nearing end of engineering or end of life will not be included but are still available for customers waiting to make the transition to the latest UKG technology.

UKG is proposing a minimum 10 percent discount on most line items greater than $1.00, though restrictions may apply. Additional discounts for volume, active promotions, or incentive programs will be negotiated on an individual basis for each agency and in accordance with current UKG sales policies and procedures, and customer's purchasing policies and procedures.

b. Provide costs for migration.

Customers migrate or upgrade from legacy UKG products on a like-for-like basis plus an applicable multiplier based on complexity of the migration, not to exceed 2x their current subscription cost.

Customers migrating from their legacy third-party systems to UKG systems will follow standard "not to exceed" pricing as detailed in the Order Form and Scope of Work.

c. Provide costs to upgrade software.

Customers migrate or upgrade from legacy UKG products on a like-for-like basis plus an applicable multiplier based on complexity of the migration, not to exceed 2x their current subscription cost.

Customers migrating from their legacy third-party systems to UKG systems will follow standard "not to exceed" pricing as detailed in the Order Form and Scope of Work.

d. Provide any training costs.

UKG will provide Training Services related to a Subscription Service as specified in the Order and in accordance with the applicable Statement of Work or Services Description. Each engagement is scoped by UKG and its partners after a thorough assessment process to truly understand the agency's needs so as to recommend a viable and long-term solution. Rates through this OMNIA Partners agreement are discounted from list price to ensure greater value for the participating public agencies.

e. Provide any implementation costs.

UKG will provide Implementation Services related to a Subscription Service as specified in the Order and in accordance with the applicable Statement of Work or Services Description. Each engagement is scoped by UKG and its partners after a thorough assessment process to truly understand the agency's needs so as to recommend a viable and long-term solution. Rates through this OMNIA Partners agreement are discounted from list price to ensure greater value for the participating public agencies.

f. Provide payment methods and terms.

UKG understands the flexibility required by participating public agencies in accordance with procurement rules and policies. UKG conducts a thorough needs assessment with every agency to understand their fiscal policies and budget cycles and presents tailored payment methods and terms for every order. Details include currency, term, uplift percentage, shipping terms, ship method, freight term, renewal term, and payment terms (e.g. Net 30 days)

g. Provide any technical support fees.

Technical support fees are generally included in the UKG subscription cost as outlined in the UKG SaaS Support Policies and Services at https://www.ukg.com/saas-support-policies-and-services. Additional technical support options may be available for purchase depending on the criticality of the participating public agency's needs, as determined in the thorough needs assessment and throughout the lifecycle of the agency's term.

h. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience fee, if allowable, per the Visa Operating Regulations.

Not applicable.

Price Book

Product Name	[redacted]
UKG Pro Pay and People Center	
HR Only Employees	
Global Employees	
UKG Pro Limited Access (fka Terminated Web Employees)	
UKG Pro Talent Acquisition	
UKG Pro Recruiting	
UKG Pro Onboarding	
UKG Pro Candidate Texting	
UKG Pro Performance and Coaching	
UKG Pro Performance Reviews	
UKG Pro Succession	
UKG Pro Coaching and Development	
UKG Pro Career Designer	
UKG Pro Compensation	
UKG Pro Learning	
External Learners in UKG Pro Learning (fka UltiPro Learning)	
UKG Pro Employee Voice	
UKG Pro Benefits Administration	
UKG Pro Benefits Hub	
UKG Pro Document Manager	
UKG Pro People Assist	
UKG Pro Talk	
UKG Great Place To Work Hub	
UKG Pro Employee Pay	
Interface Files	
BI Reports	
UKG Pro Employee Pay (fka UltiPro Employee Pay)	
UKG Pro Check Printing (fka UltiPro Check Printing Services)	
Year End Tax Forms (W2, 1099, T4, RL-1, 1095)	
UKG Pro Communications Broadcast-Text Notifications (fka UltiPro Community Broadcast – Text Notifications)	
UKG Pro HCM NPRD (add-on)	
US Customers Adding Canadian Employees AFTER the initial sale	
UKG Pro Workforce Management (Hourly)	
UKG Pro Workforce Management (Salaried)	
UKG Pro Scheduling	
UKG Pro Advanced Scheduling	

UKG Pro Forecasting	[redacted]
UKG Pro Rotation Schedule	
UKG Pro Workforce Management Analytics	
UKG Pro Workforce Management Healthcare Productivity	
UKG Pro People Analytics with Pro WFM Data	
UKG Pro People Analytics with Pro WFM Data Premium	
UKG Pro People Analytics with Pro WFM Data Enterprise	
UKG Pro Workforce Management Data Hub Enterprise	
UKG Pro Workforce Management Data Hub Premium	
UKG Pro Accruals	
UKG Pro Leave (includes Accurals)	
UKG Pro Attendance	
UKG Pro Absence (Includes Attendance, Leave, and Accruals)	
UKG Pro Activities	
UKG Pro Gaming	
UKG Pro WFM Talk	
UKG Pro WFM PointClickCare Census Import	
UKG Pro Auctions	
UKG Pro Strategic Workforce Planning	
UKG Dimensions Additional Non-Production Environments	
UKG Dimensions Additional SFTP (2 included at no additional charge)	
UKG Dimensions Additional VPN (2 included at no additional charge)	
UKG Dimensions Microsoft Outlook Integration (fka Workforce Dimensions Microsoft Outlook Plug-In)	
UKG Dimensions Google Integration (fka Workforce Dimensions Add-In Google Sheets and Calendar)	
UKG One View Connect	
UKG One View Managed Services	
UKG One View Managed SaaS Fee	
UKG One View Payments	

UKG Pro Workforce Management (WFM) (Formally UKG Dimensions)
Cloud Only - PEPM
Description
Core Products
UKG PRO TIMEKEEPING HOURLY
UKG PRO TIMEKEEPING SALARIED
Activities
UKG PRO ACTIVITIES (Formerly Work)
Absence Management Products
UKG PRO ACCRUALS
UKG PRO LEAVE (Includes Accruals)
UKG PRO ABSENCE (Includes Attendance, Leave and Accruals)
Gaming
UKG PRO GAMING
Talk
UKG PRO WFM TALK
Auctions
UKG PRO AUCTIONS
Strategic Workforce Planning
UKG PRO STRATEGIC WORKFORCE PLANNING
Scheduling Products
UKG PRO SCHEDULING
UKG PRO ADVANCED SCHEDULING (includes UKG Pro Scheduling)
UKG PRO FORECASTING (Includes UKG Pro Advanced Scheduling) (Formerly called: Optimized Scheduling With Forecasting)
UKG PRO ROTATION SCHEDULE
UKG PRO WFM POINTCLICKCARE CENSUS IMPORT
US and Canada only, no Seasonal
Requires: UKG PRO ADVANCED SCHEDULING
or
UKG PRO FORECASTING (Includes UKG Pro Advanced Scheduling)
Count must match

Required Quote Note QT-42835: For the PointClickCare Census Data Import, the following terms apply: a) Kronos may terminate this integration on 30 days' written notice; b) responsibility for PointClickCare API availability, stability and proper function remains with PointClickCare; and c) customer is required to enter into a contract with PointClickCare prior to subscribing to the EMR PointClickCare solution

Clinical Scheduling Extensions

UKG PRO CLINICAL SCHEDULING EXTENSIONS (Requires Clinical Scheduling Ext. Encryption Gateway)

Note: UKG PRO Clinical Scheduling Extentions is a manual license code which is sent to Cloud Services - Licensing team for installation.

UKG PRO CLINICAL SCHEDULING EXTENSIONS ENCRYPTION GATEWAY

Note: Part number 8605325-000 is required when ordering Encryption Gateway. Encription Gateway is sold as a quantity of 1 per customer.

Analytics Products

UKG PRO WORKFORCE MANAGEMENT ANALYTICS

UKG PRO WORKFORCE MANAGEMENT HEALTHCARE PRODUCTIVITY (Includes UKG Pro Workforce Management Analytics)

Data Hub

UKG PRO WORKFORCE MANAGEMENT DATA HUB ENTERPRISE

UKG PRO WORKFORCE MANAGEMENT DATA HUB PREMIUM

Add-In

UKG PRO WORKFORCE MANAGEMENT GOOGLE INTEGRATION (Requires 4 hours of PS, or applicable Onboarding Fees)
(Formerly called: ADD-IN GOOGLE SHEETS AND CALENDAR)

5,000 to 9,999

UKG PRO WORKFORCE MANAGEMENT OUTLOOK INTEGRATION (Requires 4 hours of PS, or applicable Onboarding Fees)
(Formerly called: Microsoft Outlook Plugin)

5,000 to 9,999

1 to 2,499

2,500 to 4,999

5,000 to 9,999

> 10,000

Integrations

UKG PRO WFM INTEGRATION TO UKG TELESTAFF

UKG PRO WFM INTEGRATION TO UKG WORKFORCE PLANNER

Other

UKG PRO WORKFORCE MANAGEMENT NON-PROD ADDITIONAL TENANT

Full Term Only

Existing customers that original purchased SAAS-WFD-ADD-TENANT with Tiered pricing will continue to order using the Tiered part #.

UKG PRO WFM NON-PROD ADDITIONAL TENANT

Full Term Only

UKG PRO WORKFORCE MANAGEMENT SFTP LICENSE

UKG PRO WORKFORCE MANAGEMENT ADDITIONAL VPN

UKG DIMENSIONS TAX FILING BY BSI
Equal to or less than, 1000 Employees (Base)
1001 to 2000 Employees
2001+ Employees
UKG DIMENSIONS GOOGLE FOR WORK SETUP FEE
UKG DIMENSIONS PAYROLL SERVICES ADDITIONAL EIN'S(For each EINs greater than 2)
UKG DIMENSIONS PAYROLL SERVICES ONE TIME SETUP FEE (Includes 2 EINs)

Success Offerings

Offering
ESSENTIALS
TECHNICAL ACCOUNT MANAGER (TAM)
ENHANCED CUSTOMER SUCCESS PLAN
TECHNICAL ACCOUNT MANAGER (TAM)

Hardware - UKG InTouch™ DX G2	[redacted]
Description	
UKG InTouch DX G2 with Bar Code Badge Reader	
UKG InTouch DX G2 with Magnetic Stripe Card Reader	
UKG InTouch DX G2 with HID Proximity Card Reader	
UKG InTouch DX G2 with Smart Card Reader	
UKG InTouch DX G2 with Legic Reader	
InTouch DX/DX G2 North America Power Kit For External AC Outlet	
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	
Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2	
Wi-Fi Option Kit for InTouch DX G2	
InTouch Linear Imager Bar Code Scanner Option	
InTouch DX/DX G2 NIMH Backup Battery Option	
InTouch DX/DX G2 External Reader Board Option	
InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	
Universal Relay Option	
InTouch Remote HID MiniProx Reader Option	
InTouch Remote HID ProxPro Reader Option	
Spare Parts - UKG InTouch DX G2	
InTouch DX/DX G2 Enclosure Top Filler Plate	
InTouch DX/DX G2 Replacement Enclosure Back Cover	
InTouch Replacement Security Screw Removal Tool	
InTouch DX Replacement Hardware Accessory Packet	
InTouch DX Replacement Reset Switch Access Door	
InTouch DX Replacement WiFi Option Access Door	
InTouch DX Replacement Internal Power Transformer	
InTouch DX Replacement 6' Power Cord - North America	

UKG Pro WFM Professional Services		
UKG Pro Workforce Management Professional Services include implementation and consulting services.		

Part Description	
SMB	
UKG PRO WORKFORCE MANAGEMENT ONBOARDING SERVICES SMB	
UKG PRO WFM READINESS ADVISORY SERVICES SMB	
UKG PRO WORKFORCE MANAGEMENT SMB ONBOARDING FEE	
UKG PRO WFM SMB ONBOARDING A LA CARTE FEE	
UKG PRO WORKFORCE MANAGEMENT MIGRATION SMB	
ENTERPRISE	
UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	
UKG PRO WFM READINESS ADVISORY SERVICES ENTERPRISE	

UKG PRO WORKFORCE MANAGEMENT MIGRATION ENTERPRISE	[redacted]
ENTERPRISE and SMB	
UKG PRO WFM READINESS ADVISORY SERVICES	
UKG PRO WORKFORCE MANAGEMENT ADVISORY SERVICES	
UKG PRO WORKFORCE MANAGEMENT ADVANCED TESTING SERVICES	
UKG PRO WORKFORCE MANAGEMENT EDUCATION CONSULTING	
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION SERVICES	
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	
UKG PRO WORKFORCE MANAGEMENT ANALYTICS PROMO SETUP	
UKG PRO WORKFORCE MANAGEMENT INTEGRATION BUILD SERVICES	
UKG PRO WFM EFR- ENGINEERING FEATURE REQUEST	
UKG PRO WFM EFR - ENGINEERING FEATURE REQUEST FIXED FEE	
UKG PRO WORKFORCE MANAGEMENT ENGINEERING DISCOVERY	
UKG PRO WFM ENGINEERING DISCOVERY FIXED FEE	
UKG PRO WFM ADVISORY SERVICES FIXED FEE	
UKG PRO WFM ADVANCED TESTING SERVICES FIXED FEE	
UKG PRO WORKFORCE MANAGEMENT DATA EXTRACTION TOOLKIT	
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	

APPLICATION MAINTENANCE SERVICES	[redacted]
UKG PRO WFM INTEGRATION / API APPLICATION MAINTENANCE	
MANAGED SERVICES	
UKG WORKFORCE MANAGEMENT EEC - HELP DESK	
UKG WORKFORCE MANAGEMENT MANAGED APPLICATION SERVICES	

Passport for UKG Pro WFM	
Table of Contents	
Description	
Passport InTrack	
PASSPORT INTRACK ESSENTIALS	UKG Pro Timekeeping (WFM)
PASSPORT INTRACK ESSENTIALS ADDITIONAL MANAGER LICENSE	Passport inTrack Essentials
PASSPORT INTRACK ENTERPRISE	UKG Pro Timekeeping (WFM)
PASSPORT INTRACK ENTERPRISE ADDITIONAL MANAGER LICENSE	Passport inTrack Enterprise
PASSPORT INTRACK PRO	UKG Pro Timekeeping (WFM)
PASSPORT INTRACK PRO ADDITIONAL MANAGER LICENSE	Passport inTrack Pro
Passport InOrder	
PASSPORT INORDER ESSENTIALS	UKG Pro Timekeeping (WFM)
PASSPORT INORDER ESSENTIALS ADDITIONAL MANAGER LICENSE	Passport inOrder Essentials
PASSPORT INORDER ENTERPRISE	UKG Pro Timekeeping (WFM)
PASSPORT INORDER ENTERPRISE ADDITIONAL MANAGER LICENSE	Passport inOrder Enterprise
PASSPORT INORDER PRO	UKG Pro Timekeeping (WFM)
PASSPORT INORDER PRO ADDITIONAL MANAGER LICENSE	Passport inOrder Pro
Passport Event Scheduling	
PASSPORT EVENT SCHEDULING ESSENTIALS	UKG Pro Timekeeping (WFM)
PASSPORT EVENT SCHEDULING ESSENTIALS ADDITIONAL MANAGER LICENSE	Passport Event Scheduling Essentials
PASSPORT EVENT SCHEDULING PRO	UKG Pro Timekeeping (WFM)
PASSPORT EVENT SCHEDULING PRO ADDITIONAL MANAGER LICENSE	Passport Event Scheduling Pro
Passport Add-ons	
PASSPORT LOTRACK	UKG Pro Timekeeping (WFM)
PASSPORT LOTRACK MANAGER ADDS-ON	Passport LoTrack
PASSPORT PLAN VERSES ACTUAL ROUTE ANALYTICS	Passport inOrder Enterprise or Pro
PASSPORT PLAN VERSES ACTUAL ROUTE ANALYTICS MANAGER ADD-ON	Passport Plan verses Route Analytics
PASSPORT DATA STORAGE - 100 GIG	Passport inOrder Essentials, Enterprise, or Pro OR Passport inTrack Essentials, Enterprise, or Pro OR Passport Event Scheduling Essentials or Pro OR Passport LoTrack OR Passport Data Transformation
PASSPORT DATA TRANSFORMATION	UKG Pro Timekeeping (WFM)
Passport Professional Services	**Billing Role**
3RD PARTY PASSPORT PROFESSIONAL SERVICES	Third Party
3RD PARTY PASSPORT PROFESSIONAL SERVICES FIXED FEE	Grouped

ThinkTime	[redacted]
Description	
3rd Party Software	
UKG PRO TASK MANAGEMENT BY THINKTIME	
3rd Party Professional Service	
3RD PARTY INSTALLATION UKG PRO WFM THINKTIME (Enterprise) (SMB)	
3RD PARTY UKG PRO WFM THINKTIME FIXED FEE	
3rd Party Disk Space Overages	
THINKTIME - UKG PRO WFM DISK SPACE OVERAGE	

UKG Ready Software

Table of Contents

Description

UKG Ready Time

UKG READY TIME (Formerly Worforce Ready Time Keeping)

UKG Ready Accruals Manager

UKG READY ACCRUALS MANAGER

UKG Ready HR

UKG READY HR

UKG Ready Payroll

UKG READY PAYROLL

UKG Ready Payroll Canada

UKG READY PAYROLL CANADA

UKG Ready Payroll Services

UKG READY PAYROLL SERVICES

UKG Ready Payroll Services With Smartcheck

UKG READY PAYROLL SERVICES WITH SMARTCHECK

UKG Ready Payroll by Payroll Metrics

UKG READY PAYROLL BY PAYROLL METRICS
UKG READY STP GATEWAY ASSIST BY PAYROLL METRICS
UKG READY DEDUCTION MANAGEMENT GATEWAY ASSIST BY PAYROLL METRICS
UKG READY EFT GATEWAY ASSIST BY PAYROLL METRICS
UKG READY PAYROLL BY PAYROLL METRICS - TRAINING (Flat Fee)
UKG READY PAYROLL BY PAYROLL METRICS - ADDITIONAL REMOTE SERVICES (per hour)
UKG READY PAYROLL BY PAYROLL METRICS ONE TIME SETUP FEE (Tiered Pricing)

UKG Ready ACA Manager

UKG READY ACA MANAGER

UKG Ready Tax Filing by BSI

UKG READY TAX FILING BY BSI

UKG Ready Leave

UKG READY LEAVE

UKG Ready Compensation

UKG READY COMPENSATION

UKG Ready Scheduler

UKG READY SCHEDULER

UKG Ready Access Control	
UKG READY ACCESS CONTROL	
UKG Ready Attestation	
UKG READY ATTESTATION	
UKG Ready Performance Management	
UKG READY PERFORMANCE	
UKG Ready Recruiting	
UKG READY RECRUITING (Formerly Talent)	
UKG Ready Integration Hub	
UKG READY INTEGRATION HUB	
UKG Ready People Insights	
UKG READY PEOPLE INSIGHTS (Formerly Advanced People Analytics)	
UKG Ready Learning	
UKG READY LEARNING	
UKG Ready Benefits	
UKG READY BENEFITS	
UKG Ready COBRA Administration Services	
UKG READY COBRA ADMINISTRATION SERVICES	
Professional Services	
UKG READY UKG CONSULTANT (TIME AND MATERIALS)	
Services	
UKG READY SETUP FEE	
UKG READY TAX FILING ADMIN SETUP FEE	
UKG READY TAX FILING ONE TIME SETUP FEE	
UKG READY ADDITIONAL SERVICES	

Hardware - Kronos InTouch™ DX	[redacted]
Description	
Step 2: Select Power Option for InTouch DX	
InTouch DX/DX G2 North America Power Kit For External AC Outlet	
Step 3: Select Additional Options as required for InTouch DX	
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	
Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2	
Wi-Fi Option Kit for InTouch DX & InTouch 9100 H4	
InTouch Linear Imager Bar Code Scanner Option	
InTouch DX/DX G2 NIMH Backup Battery Option	
InTouch DX/DX G2 External Reader Board Option	
InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	
Universal Relay Option	
InTouch Remote HID MiniProx Reader Option	
InTouch Remote HID ProxPro Reader Option	

Spare Parts - Kronos InTouch DX	[redacted]
InTouch DX/DX G2 Enclosure Top Filler Plate	
InTouch DX/DX G2 Replacement Enclosure Back Cover	
InTouch Replacement Security Screw Removal Tool	
InTouch DX Replacement Hardware Accessory Packet	
InTouch DX Replacement Reset Switch Access Door	
InTouch DX Replacement WiFi Option Access Door	
InTouch DX Replacement Internal Power Transformer	
InTouch DX Replacement 6' Power Cord - North America	
InTouch DX Replacement 2M Power Cord - China	
InTouch DX Replacement 6' Power Cord - India	
InTouch DX Replacement 2M Power Cord - United Kingdom	
InTouch DX Replacement 2M Power Cord - Australia	
InTouch DX Replacement 6' Power Cord - Japan	
InTouch Replacement 6' Power Cord - EURO	
InTouch Replacement 2M Power Cord - South Korea	
InTouch Replacement 6' Power Cord - Argentina	
InTouch Replacement 2M Power Cord - South Africa	

Allowed Coverage for Clocks and Options	[redacted]
Clocks	
Depot Exchange	
Depot Exchange	
Depot Exchange	
Depot Repair	
Depot Repair	
Depot Repair	
Device SW Maintenance	
Device SW Maintenance	
Device SW Maintenance	

KSS (UKG Solution Services) SoftwareTools v8	[redacted]
Please note that the KSS tools listed in this section fall under our Standard UKG Sales, Software License and Service Agreement.	
Description	
KSS Tool Attestation Tool Kit	
KSS Tool Attestation Tool Kit v8	
KSS Tool Scheduling Attestation	
KSS Tool Scheduling Attestation V8	
KSS Tool Full Time - Part Time Analysis Report	
KSS Tool Full Time - Part Time Analysis Report v8	
KSS Tool UKG Time Capture for Cisco*	
Solution Services SFW Tools Professional Services KSS Tool,UKG Time Capture For CISCO V8	
KSS Tool Puerto Rico Meal Penalty Support	
KSS Tool Puerto Rico Meal Penalty Support v8	

UKG Telestaff IVR

[redacted]

Description

UKG Telestaff IVR Service

UKG TELESTAFF IVR SERVICE

UKG Telestaff IVR License Per Port

UKG TELESTAFF IVR LICENSE PER PORT

UKG TELESTAFF CLOUD	
Cloud Only - PEPM	
Table of Contents	
Description	

UKG TELESTAFF CLOUD
UKG TELESTAFF CLOUD
Note: UKG TELESTAFF CLOUD is a bundled item and includes the following items:
Bidding
Blueprints
Bulk Data Extract
Contact Manager
Gateway Manager
Global Access
Institution Focus
Intouch Timeclock Device
SMS Manager

UKG TELESTAFF CLOUD EXTRA DUTY EVENTS
UKG TELESTAFF CLOUD EXTRA DUTY EVENTS

UKG TELESTAFF CLOUD NON-PROD ADDITIONAL TENANT
UKG TELESTAFF CLOUD NON-PROD ADDITIONAL TENANT

Professional Services - TeleStaff	Billing Role
TSG Professional Services	Project Manager, Engagement Principal, Application Consultant, Solution Consultant, or Integration Consultant
TSG Solution Services	KSS Consultant
TSG Technical Services	Technical Consultant

Software - UKG TeleStaff v7.1+			
Description			
UKG TeleStaff Enterprise v7.1+			
UKG TELESTAFF Enterprise V7.1+ UKG TeleStaff Enterprise v7.5 ESD Software Kit UKG TeleStaff Enterprise v7.4 ESD Software Kit UKG TeleStaff Enterprise v7.3 ESD Software Kit UKG TeleStaff Enterprise v7.2 ESD Software Kit UKG TeleStaff Enterprise v7.1 ESD Software Kit			
UKG TeleStaff Global Access v7.1+			
UKG TELESTAFF GLOBAL ACCESS V7.1+			
UKG TeleStaff Gateway Manager v7.1+ - one per customer			
UKG TELESTAFF GATEWAY MANAGER V7.1+			
UKG TeleStaff Institution Focus v7.1+			
UKG TELESTAFF INSTITUTION FOCUS V7.1+			
UKG TeleStaff Contact Manager v7.1+			
UKG TeleStaff Contact Manager v7.1+ is required on Version Upgrade orders; product [redacted] maintenance			
UKG TELESTAFF CONTACT MANAGER V7.1+			
UKG TeleStaff Bidding v7.1+ (Formerly Auctions)			
UKG TELESTAFF BIDDING V7.1+			
UKG TeleStaff Blueprints v7.1+			
UKG TELESTAFF BLUEPRINTS V7.1+			
UKG Telestaff Bulk Data Extract v7.1+			
UKG TELESTAFF BULK DATA EXTRACT V7.1+			
UKG Telestaff SMS Manager v7.1+			
UKG TELESTAFF SMS MANAGER V7.1+			
UKG Telestaff Intouch Timeclock Device v7.1+			
UKG Telestaff Intouch Timeclock Device v7.1+			
UKG Telestaff Extra Duty Events v7.4+			
UKG Telestaff Extra Duty Events v7.4+			
Professional Services - TeleStaff			
TSG Professional Services			

TSG Solution Services
TSG Technical Services

[redacted]

Software - EZCall

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Description

UKG EZCALL
Workforce Periop Scheduler Powered By EZCall

UKG EZCall Setup Fee (for Kronos EZCall and/or WF Periop Users)
The set up fee is per provider (per user).
QTY the total of UKG EZCall **and/or** Workforce periOp Scheduler license count (combine count, if both)
Billing Role: Grouped
PSA Contact Type: Fixed Fee

Workforce Periop Scheduler by OR Room, Powered By EZCall

UKG EZCall Setup Fee (for WF Periop by OR Room)
The set up fee is per provider (per room).
QTY the total of Workforce periOp Scheduler by OR Room count (license count = number of rooms)
Billing Role: Grouped
PSA Contact Type: Fixed Fee

UKG EZCall Light

UKG EZCall Setup Fee (For UKG EZCall Light users)
The set up fee is per provider (per user).
QTY the total of UKG EZCall Light license count
Billing Role: Grouped
PSA Contact Type: Fixed Fee

UKG EZCall Enterprise Portal
One per customer

No Setup fees for Enterprise Portal and Portal Interface

UKG EZCall Enterprise Portal Interface
Customers must own or be ordering EZCall Enterprise Portal to order EZCall Enterprise Portal Interface
License = number of Departments

Subscription Software Service — SUB-SW-EZCALL

Note:
Billing Frequency: Annual in Advance
Cloud Context: PEPY
EZCall items may be quoted together, but cannot be combined with any other modules.

Required Agreement(s):
EZCALL Provider Scheduling Agreement - located on SharePoint
https://kronos.sharepoint.com/teams/Legal%20Dept/Agreements/SitePages/Home.aspx

Professional Services — **Rate USD**

Discounting over [redacted] needs Bradley Mclain's approval

UKG EZCALL PRO SVCS ENTERPRISE
Billing Role: UKG Consultant

UKG EZCALL PRO SVCS SMB
Billing Role: UKG Consultant

EZCall Non-Prod Environment

UKG EZCALL NON-PROD ENVIRONMENT

Call for Quote: Contact CSS reps (Corrie Halas, Courtney Green, Sam Glennon, and Pam Camerlin) for pricing.

Required: 10 hours of Professional Services are required for the Non-Prod Environment. Use one of the two Professional Services parts list in the section above.

Professional Services

Kronos Professional Services include implementation and consulting services.

Table of Contents

Implementation Services - Kronos offers implementation services for the mid-market and the enterprise.

Kronos Paragon™

Part Description	Part Number		
Paragon Service	**Part Number**		
Paragon Enterprise	9990002-ENT		
Paragon Hospital	9990002-HOS		
Paragon Retail	9990002-RET		
Paragon Mid-Market Field Team	9990002-MID		
Paragon Mid-Market	9990004-MID		Used to identify activity sized for Paragon Online, but delivered in the field.
Paragon Online Remote Team	9990002-ONL		
Paragon Online Time Essentials	9990004-ONL		
Paragon Online Data Launch Service	9990007-ONL		
Paragon Online iSeries*	9990008-ONL		*to be used for iSeries implementation performed by the Remote (non-Cleburne) team and tracked in PSA
Paragon Online Analytics	9990009-ONL		

Other Professional Services	Part Number
Professional Services - Workforce Teletime	9990029-PRO
TTE - Implementation	9990002-TTE
Labor Analytics Implementation*	9990030-PRO

Professional Services 3i WebTA	PRSVC3I-000	[redacted]
Engineering Discovery	9990003-CED	
Solution Services Discovery	9990003-KSS	
Solution Services Reporting	9990004-KSS	
Solution Services Consulting	9990010-KSS	
Paragon Senior Integration	9990070-PRO	
Professional Services ESP	9990038-PRO	
Consulting Svcs ESP	9990027-CON	
Advisory Services	9990117-CON	
UKG Advanced User Experience Performance Testing	9990264-PROF	
Monthly Dedicated - US offering only	**Part Number**	
Monthly Dedicated - PM/SC/AC/ANALYTIC CONSLT/ MC/TC/IC****	9990003-DED	
Monthly Dedicated - EC****	9990006-DED	
Training delivered via Open Air	**Part Number**	
C/T,EDUCATION CONSULTING	9999913-0	

SINGLE TERM TEMPLATE: This Order Form states the Monthly Dedicated Services for [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services. Monthly Dedicated Services means those dedicated services ordered by Customer on a monthly basis for an established fixed fee regardless of the number of hours used in the month but in no event to exceed 40 hours per week. Normal business hours (8 a.m. - 5 p.m.), Monday to Friday, excluding any Customer approved time (i.e., Customer holidays). At the end of the month in which dedicated professional services were provided to Customer, Kronos will invoice Customer the amount identified herein for the month in which the dedicated professional services were provided.

TWO TERM TEMPLATE: This Order Form states the Monthly Dedicated Services for [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services and [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services. Monthly Dedicated Services means those dedicated services ordered by Customer on a monthly basis for an established fixed fee regardless of the number of hours used in the month but in no event to exceed 40 hours per week. Normal business hours (8 a.m. - 5 p.m.), Monday to Friday, excluding any Customer approved time (i.e., Customer holidays). At the end of the month in which dedicated professional services were provided to Customer, Kronos will invoice Customer the amount identified herein for the month in which the dedicated professional services were provided.

THREE TERM TEMPLATE: This Order Form states the Monthly Dedicated Services for [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services, [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services, and [Enter # of Months] months of [Enter QTY and Professional Services Role] dedicated professional services. Monthly Dedicated Services means those dedicated services ordered by Customer on a monthly basis for an established fixed fee regardless of the number of hours used in the month but in no event to exceed 40 hours per week. Normal business hours (8 a.m. - 5 p.m.), Monday to Friday, excluding any Customer approved time (i.e., Customer holidays). At the end of the month in which dedicated professional services were provided to Customer, Kronos will invoice Customer the amount identified herein for the month in which the dedicated professional services were provided.

Currenty, International Office are not utizlizing any of the items below for Consulting

Consulting Services - Kronos offers a full portfolio of Productivity, Technology, and Industry Consulting services.

Consulting Services Portfolio

Kronos' Services Portfolio provides comprehensive offerings for prospects and customers that will solve critical business issues through the entire lifecycle of their software investment, ensuring a

Consulting Services	Part Number	[redacted]
Optimization Services	9990003-CON	
Reporting Analysis	9990004-CON	
Report Writing Services	9990007-CON	
Database Support Services	9990009-CON	
Technical Mentoring	9990010-CON	
Change Management Consulting	9990011-CON	
System Arch and Best Practices	9990015-CON	
Project Management - BC Nontax	9990016-CON	

Consulting - BC Nontax	9990017-CON	[redacted]
Business Process Improvement	9990021-CON	
Workforce Management ROI Assessment	9990024-CON	
Change Management Planning	9990028-CON	
Empirical Study	9990029-CON	
Upgrade Technology Assessment	9990030-CON	
System Health Check - One Time	9990031-CON	
Upgrade Solution Assessment	9990032-CON	
System Health Check - Quarterly	9990033-CON	
Program Management	9990034-CON	
Frontline Labor Management Analysis	9990035-CON	
Enabling Email Notifications	9990036-CON	
Configuration Services in all Systems	9990037-CON	
System Integration Assessment	9990038-CON	
Roadmap Planning	9990039-CON	
Performance Management Standardization	9990041-CON	
Implementation Planning Study	9990042-CON	
Engagement Principal	9990043-CON	

Inventory Reduction & Evaluation	9990045-CON	[redacted]
Product Costing Consulting & Development	9990046-CON	
Labor Standards Consulting	9990047-CON	
Testing Services	9990048-CON	
Operational Review	9990049-CON	
Absence Management Program Planning	9990053-CON	
Advanced Consulting Services	9990115-CON	

UKG Professional Services

UKG Professional Services include implementation and technology services

Implementation Services - UKG offers implementation services for the mid-market and the enterprise.		
Part Description	**USD$**	**Notes**
ENTERPRISE and SMB		
UKG Advanced User Experience Performance Testing (160 hr minimum)	[redacted]	
UKG Standard User Experience Performance Testing		

Great Place To Work

Standard License

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Description	Part Number	US$ Suggested Retail
Great Place To Work includes access to an annual Trust Index survey and an opportunty to earn Great Place to Work Certification. **Great Place To Work is a standalone product and available platforms:** •UKG PRO •UKG Ready •HRSD •UKG Pro WFM Dimensions •Workforce Central •Banking Solutions		
Great Place To Work		
GREAT PLACE TO WORK	8605063-001	[redacted]
No Discounting **USD Only		

5.7 VALUE ADD

Provide any value-added services or offerings.

The UKG Marketplace is a digital catalog of vetted Technology and Services partners that extend the value of UKG products through seamless API integrations and contracted implementation and consulting services. UKG Marketplace provides built-in features and functionality to ensure you find partner integrations and services that complement the UKG products you use today, generate greater return on investment (ROI), and increase your team's productivity. https://marketplace.ukg.com/en-US/home

More than a simple tool to learn more about our partner ecosystem, the UKG Marketplace provides built-in features and functionality to ensure you find partner integrations and services that complement the UKG products you use today, generate greater return on investment (ROI), and increase your team's productivity.

Explore, select, and connect with right-fit partners and solutions to extend the value of UKG products. Browse and filter through all our solutions using the "All Products" drop-down on the navigation bar at the top of the main page, learn more about partners on their specific listing page, and start a conversation through the "Learn More" or "Contact Us" buttons on those partners' pages.

- Technology Partners deliver advanced features and functionality to UKG® solutions through seamless API integrations that automate processes, reduce manual errors, and offer innovative capabilities.
- Services Partners specialize in consulting and implementation, helping drive successful business outcomes before, during, and after go-live date.

Partner	Partner	Partner
15Five	Axium Group	Data Facts, Inc
360Learning	Barada Associates, Inc.	DataCheck (Certified Employment S
5 Dynamics, LLC	Beekeeper	Daxtra Technologies
Accenture LLP (Tech)	Beeline	Decusoft, Inc
Accio Data	benefitexpress	Deel fka PayAsia
Accurate Background	Benefitfocus	Diversit
Accushield	Betterworks	Docebo
AccuSourceHR	Blueline Services, LLC	Doneboard
Achievers LLC	Branch	Edge Information Management
Acclaimant, Inc.	Brex, Inc	Eightfold AI Inc
ActivPayroll	BrightPlan	Eljun LLC
Adobe Systems	Bryq	Emburse
AGS B.V.	Cangrade, Inc.	Emissary Software LLC
Alliance 2020 Inc	CareerBuilder LLC	Empinfo
Alliance Background	Carefeed Inc	Employee Cycle
American Health Technology Group,	CareRev	EPAM
Andgo	Certiphi Screening	Epic
Apexconnect	CIC Mortgage Credit, Inc	eQuest
ApexConnect-SAP Concur Partner	ClearCompany	Equifax Canada
Appcast, Inc.	ClearStar, Inc.	Equifax USA
Application Researchers, LLC	CloudApper Inc (M2SYS TECHNOLOC	esri
Appynest Inc (Butterfly)	Clovers AI	Even Responsible Finance
Aquera, Inc	Commercial Investigations LLC	Everbridge
Assembly	ConnectedData	E-Verify
Asurint	Consumer Reporting Compliance Ass	Experian Employer Services FKA (Ta
Atlantic Employee Screening	Cornerstone OnDemand	factoryFix
Auditocity Inc	Credential Check Corporation	Fair Screen, Inc.
Augmentir	Criteria Corp	First Advantage Corporation
Awardco	CyberArk	First Choice Background Screening
Axonify	DailyPay	Firstup

Partner	Partner	Partner
FlareHR	IBM UNITED KINGDOM LIMITED	Liberty Screening Services
ForgeRock	iCIMS, Inc	LinkedIn
Forma fka Twic, Inc.	Imperative Information Group, Inc.	M.M. Hayes Company Inc.
Frasco Profiles	InCheck	ManageEngine
Gate121/ShiftMatch	Indeed	Manhattan Associates
GK Software	Inflection dba Goodhire	MBI Worldwide
Global HR Research	Infor (UTA)	MedTrainer
Global Investigative Services, Inc.	Informatica	Merge
Globalization Partners	Ingentis Softwareentwicklung GmbH	MetaSource (FKA Digiscribe)
Google Private Sector	Inquirebire, Inc.	Metrodata Services, Inc.
Great Place to Work Canada	INSTANT FINANCIAL USA INC	MitratechHoldings Inc (fka TalentRe
Greenhouse.io	Intechsol Corp	Modulus Data (Taleo Connector)
Grupo ONO	Intellicorp Records	Modulus Data, Inc
Guusto Gifts Inc	IntelyCare, Inc.	Mosaic Consulting Group LLC
H&R Block	Intuit	Motive fka KeepTruckin
Harver BV	Iprospectcheck	MuleSoft
Healthcare IT Leaders, LLC	JDP	mycnajobs
HeyMirza, Inc.	JobSync, LLC	Nelco Solutions
Hire Image LLC	JobTarget	NGA
HireCredit	Jobvite	NoahFace
HireEZ fka Hiretual	Joynd (FKA HRNX LLC)	Nursa, Inc
Hireology, Inc.	Jubilant, LLC	Ollie Law (AKA OLS Limited)
HireRight	Kashable LLC	One Identity, LLC (fka OneLogin)
Hive Learning	Kudos, Inc	One Source The Background Check C
HomeCare.com(ShiftMed)	Laminex, Inc	OpenSesame
Hop In Microtransit Technologies Inc	LanguageLine Solutions	Orange Tree Employment Screening
HR ProFile, Inc.	Lattice	OrgChart Now by OfficeWork Softw
HRsoft	LeaveLogic	Paradox, LLC
Human Interest	Leena AI Inc.	Passport
I.Q. Data Systems dba Backgrounds (	Lever	Pave

Partner	Partner	Partner	Partner
PayActiv Inc	RiseKit	TeamWork Online	Workato
PayFlex Systems USA, Inc.	S2 Verify	Test Partner Account #2	WorkGrid
Payroll Integrations Inc.	Saba	TestAssure	WorkJam Inc
PayScale Inc	Safe Screener	Textkernel (FKA Sovren)	Workstream
Peopletrail, LLC	SailPoint Technologies, Inc.	Textmetrics	WorkTango (fka KazooHR)
Per Mar Security Services	Salary.com	The Cloud Connectors	WOTC.com
PerformYard, Inc.	SAM ASHER COMPUTING SERVICES	The Fase Group	
Phenom	Sarma	The Orsus Group	
PING Identity	Schoox	This is Alice	
PlanSource	Scott Roberts & Associates, LLC	TripLog	
POEknows	ScreeningOne	TrueScreen	
Points North	ServiceNow	Truework (Zethos Inc.)	
PosterElite	Shield Screening, LLC	Trusaic	
Precise Check LLC	Shiftboard	TVS Datasource, Inc	
Predictive Safety	SimpliVerified	U.S. BANK NATIONAL ASSOCIATION	
Press Ganey Associate LLC	Simpplr Inc.	Unanet Inc	
Prevue HR Systems Inc.	Slack	Universal Background Screening	
Primecare Tech	Softserve	UNUM	
Profound Platform (Finch)	SpeakAp	Vee Software	
Prolific Profiles	SplashBI	Verified Credentials	
Prolucent Health	SSA Business Services Online	VeriScreen	
PTO Exchange	Sterling Infosystems, Inc.	Veritable Screening	
PTO Genius	SwiftCheck Screening	Vertical Screen, Inc.	
Radancy(fka TalentBrew/TMPWorld	Symphony Talent	VICTIG Background Screening	
Rain Technologies Inc.	T2B Solutions	VMware	
Ramp Business Corporation	Talent.com	Vocantas	
Rapid Results Background Check Sol	Talroo	Walton Management	
Red Rover Technologies, LLC	TAZWORKS LLC	WEX Health Inc. (f/k/a Discovery Benefits, Inc.)	
Reference Services, Inc	Team Screening	Wikiworks Technologies	
Relias	Teamraderie, Inc.	Wolters Kluwer	

5.8 FINANCIAL STATEMENTS

Proposers shall submit a recent history of financial solvency and provide the following:

a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.

In support of our proposal, UKG has submitted our latest ***Audited Financial Statements*** under separate cover in a sealed envelope. These statements are tagged as "Confidential."

Our financial books and record are audited by Ernst & Young, with quarterly reviews and annual audits to assure compliance with US Generally Accepted Accounting Principles. We have received a clean opinion from our auditors for our most recently annual financial results.

b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.

Our financial books and record are audited by Ernst & Young, with quarterly reviews and annual audits to assure compliance with US Generally Accepted Accounting Principles. We have received a clean opinion from our auditors for our most recently annual financial results.

In support of our proposal, UKG has submitted our latest ***Audited Financial Statements*** under separate cover in a sealed envelope; that includes auditor notes for review. These statements are tagged as "Confidential."

c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

No

5.9 NATIONAL CONTRACT

a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.

Experience

In March 2014, Kronos Incorporated entered into its first cooperative contracting agreement for Workforce Management Solutions Systems with its lead agency, Harford County Public Schools and at the time, US Communities. In 2018, Cobb County became the lead agency and Kronos Incorporated and its affiliate, Kronos SaaShr, Inc., were awarded for Workforce Management Systems with the final option year expiring in 2025.

Much has changed over ten years: US Communities is now OMNIA Partners. Kronos is now the Ultimate Kronos Group (UKG) and expanded its capabilities and offerings for workforce management (WFM) and human capital management (HCM). Throughout these changes, a dedicated national account manager has overseen the program to ensure continuous growth and improvement in cooperative contracting.

In 2024 UKG received The Bronze Partnership Excellence Award from OMNIA Partners for its steadfast commitment to the partnership.

Strong national presence

UKG is a leading provider of HR, payroll, and workforce management solutions for all people. We are the only enterprise vendor ranked as a leader by all major analysts and peer review sites and have been recognized around the world for our workplace culture, innovative practices, and commitment to customer success. Current awards include:













UKG Public Sector provides its solutions to more than 3000 agencies in federal government, state government, city and county government, public safety (police/fire/corrections), K-12 school districts, higher education institutions, special districts, and nonprofit organizations.

Education and training

UKG maintains a team of subject matter experts each with decades of experience in government procurement, contracting, budgeting, payroll, and human resources. This team is responsible for the success of the UKG's Government Contracts Portfolio and facilitates new and existing employee training programs. A dedicated subject matter expert is the OMNIA Partners National Account Manager and oversees all operations and training for the sales force and its supporting cross-functional units. He is supported by multiple cross-functional teams in Sales Operations, Order Management, Legal Counsel, Renewals, Contracts, Accounting, and Global Alliances; all with deep understanding of cooperative contracting and OMNIA Partners.

UKG's Public Sector sales force is well-tenured, many of them with 20+ years of seniority. All are familiar with OMNIA Partners, the contracts that UKG holds, and have unlimited access to personnel, resources, and training programs to increase utilization of the OMNIA Partners contract.

Additional training for freshman sales executives will be provided using the UKG OMNIA Partners Connect portal, its available training materials, and first-hand 'Lessons Learned' UKG curriculum developed after holding successful contracts for more than ten years. Staff will also be alerted to the webinars hosted by OMNIA Partners and the OMNIA Partners Connections regional events.

Marketing

Marketing UKG products and services alongside the purchasing power of OMNIA Partners is an ongoing and important initiative at UKG. UKG and OMNIA Partners teams meet regularly to discuss business advancement and marketing initiatives that include microsite promotion, white papers, customer success stories, and social media.

UKG participates alongside OMNIA Partners at regional and national tradeshows for organizations such as the National Institute of Government Procurement (NIGP), Society for Human Resource Management (SHRM), National Association of College and University Business (NACUBO), and Association of School Business Officials (ASBO).

Tracking

All Orders pursuant to one of UKG's OMNIA Partners contracts are tracked inside UKG's Salesforce environment. At the conclusion of each month, revenue reports are generated on these tracked customers and audited by support teams in Sales Operation, Finance, and Business Strategy before reporting to OMNIA Partners. The National Account Manager maintains the master account record of all contract revenue and analyzes the data to identify trends and develop ongoing business advancement strategy. These trends are discussed and strategized monthly via remote sessions and in person with key OMNIA Partners personnel at their corporate headquarters in Franklin, Tennessee at least quarterly.

Distribution

UKG is a global provider of SaaS solutions deployed in the Google Cloud Platform (GCP) with multiple audits, certifications, and controls in place to ensure the highest level of availability to its customers. Professional services are determined via an individual scope of work with options for remote or customer-site implementation and training either direct through UKG resources or through certified professional services partners.

b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

Please refer to the redlined Attachment A, Exhibit B, OMNIA Partners Administration Agreement on the following pages.

APPENDIX 1 – PROPOSAL SUBMITTAL FORM

PROPOSAL SUBMITTAL FORM

SUBMIT PROPOSAL TO:
Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, GA 30060

SEALED PROPOSAL #: 24-6833
Request for Proposals
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

DELIVERY DEADLINE: August 8, 2024 BEFORE 12:00 P.M. (NOON) EST
(NO PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Proposal Closing Date: August 8, 2024 @ 2:00 P.M. in the Cobb County Procurement Services Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: UKG Kronos Systems LLC

CONTACT NAME: Brian Coopman

COMPANY ADDRESS: 900 Chelmsford Street, Lowell, MA 01851

E-MAIL ADDRESS: brian.coopman@ukg.com

PHONE NUMBER: 978-955-6262 FAX NUMBER: 978-367-5900

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

John Butler — PRINT/TYPE NAME
Treasurer — TITLE

TELEPHONE: 978.250.9800 FAX: 978-367-5900

PROPOSER WILL INDICATE TIME PAYMENT DISCOUNT: Subject to the Order

PROPOSER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)
Subject to the Order

SIGNATURE OF OFFICER ABOVE: _____ (SIGNATURE)

Proposals received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all proposals, to waive informalities, to reject portions of the proposal, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the State of Georgia.

The enclosed (or attached) proposal is in response to Sealed Proposal Number 24-6833; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned proposer. This offer shall remain open for acceptance for a period of 90 calendar days from the proposal opening date, as set forth in this invitation to proposal unless otherwise specified in the proposal documents.

APPENDIX 2 – REQUEST FOR PROPOSALS FORM

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

Proposal Closing Date: August 8, 2024

Pre-Proposal Conference: July 10, 2024 @ 2:00 PM (E.S.T.)
Virtual (via Cisco Webex)
Meeting Link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m85412ac136835cfb989130e94d0a309f
Meeting Number (Access Code): 2315 366 8267
Meeting Password: 589mMc8MQYV

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 P.M. (Noon) By the Proposal Closing Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, 1 COPY, AND FIVE (5) IDENTICAL ELECTRONIC COPIES ON FLASH DRIVE(S) OF PROPOSAL
(UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)

NAME: UKG Kronos Systems LLC

ADDRESS: 900 Chelmsford Street, Lowell, MA 01851

REPRESENTATIVE: Brian Coopman

PHONE: 978-955-6262 FAX: 978-367-5900

E-MAIL: brian.coopman@ukg.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposals or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

APPENDIX 3 - CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s),

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

2312305	11/3/2023
EEV (E-Verify) Program Number	EEV Program Date of Authorization
BY: Authorized Officer or Agent [Contractor Name]	UKG Kronos Systems, LLC Contractor Business Name
John Butler	7/31/2024
Printed Name	Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 31st DAY OF July, 2024

Notary Public Commission Expires: 03/31/2025

JONATHAN EDWARD CROTSLEY
NOTARY PUBLIC
REGISTRATION # 7737033
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
03/31/2025

Jonathan Crotsley

Effective 09-20-2013

APPENDIX 4 – EXHIBIT A: RESPONSE FOR NATIONAL CONTRACT

See redlined document on the following pages.

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Cobb County, GA (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Human Resource Information Systems and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

Commented [JC1]: Use of the Master Agreement for these types of Public Agencies must be on a case-by-case basis for UKG.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 2% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

Commented [JC2]: UKG proposes a 2% Administrative Fee.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as ~~the~~ one of Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master

Agreement is one of Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits to the not-to-exceed pricing provided under the Master Agreement ~~pricing is its lowest available (net to buyer) to Public Agencies nationwide~~ and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier:

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions subject to Supplier's policies regarding use of such logo. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services

to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. ~~All s~~Sales materials are to use the OMNIA Partners logo when targeting Public Participating Agencies. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding

Commented [JC3]: Can't agree to "all" at UKG's scale but happy to use targeted approach managed through Public Sector sales and marketing

order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

v. Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit A: Section 3.0 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

----SECTION 3.1 COMPANY----

A. Brief history and description of Supplier to include experience providing similar products and services.

In February 2020, Kronos Incorporated and Ultimate Software announced a definitive merger agreement to unite two industry leaders to form one of the world's largest cloud companies: **UKG**.

UKG's extensive experience in providing workforce management (WFM) and human capital management (HCM) solutions to the public sector is marked by continuous innovation, a deep understanding of public sector challenges, and a commitment to delivering tailored solutions that drive efficiency and employee engagement. Through its comprehensive suite of products and ongoing support, UKG helps public sector agencies optimize their workforce operations and achieve their mission of serving the public effectively.

Below is a point-by-point macro view of how public sector agencies benefit from UKG solutions and services:

Operational Efficiency

- **Streamlined Processes**: UKG solutions have automated many manual and time-consuming processes such as timekeeping, scheduling, and payroll. This automation reduces administrative burdens and allows staff to focus on more strategic tasks.
- **Real-Time Data and Analytics**: With real-time data and advanced analytics, public sector agencies can make informed decisions quickly. This capability helps in optimizing workforce deployment, managing overtime, and ensuring that resources are allocated efficiently.
- **Integrated Systems**: The integration of WFM and HCM systems into a single platform reduces data silos and ensures seamless information flow across departments. This integration enhances coordination and improves overall operational efficiency.

Compliance and Risk Management

- **Regulatory Compliance**: UKG solutions help public sector agencies stay compliant with various labor laws and regulations. Automated compliance tracking and reporting features ensure that agencies adhere to federal, state, and local labor laws, reducing the risk of non-compliance penalties.
- **Audit Readiness**: The robust reporting and documentation capabilities of UKG solutions make it easier for agencies to prepare for audits. Comprehensive audit trails and detailed reports provide transparency and accountability.

Employee Engagement and Satisfaction

- **Self-Service Portals**: UKG's self-service portals empower employees by giving them easy access to their schedules, pay information, and benefits. This transparency and accessibility enhance employee satisfaction and engagement.
- **Professional Development**: HCM solutions from UKG include tools for performance management, training, and career development. These tools help public sector agencies invest in their employees' growth, leading to higher retention rates and a more skilled workforce.
- **Work-Life Balance**: Advanced scheduling features allow for more flexible work arrangements, helping employees achieve a better work-life balance. This flexibility is particularly beneficial in sectors like healthcare and public safety, where shift work is common.

Cost Savings

- **Labor Cost Management**: By optimizing scheduling and reducing overtime, UKG solutions help public sector agencies manage labor costs more effectively. Real-time labor analytics provide insights into cost drivers and help in making budget-conscious decisions.
- **Reduced Administrative Costs**: Automation of HR and payroll processes reduces the need for extensive administrative staff, leading to significant cost savings. The reduction in errors and rework also contributes to lower operational costs.
- **Resource Optimization**: Efficient workforce management ensures that the right number of staff is deployed at the right time, minimizing idle time and maximizing productivity.

Enhanced Service Delivery

- **Improved Citizen Services**: With a more efficient and engaged workforce, public sector agencies can deliver better services to citizens. Faster response times, improved service quality, and higher employee morale contribute to enhanced public satisfaction.
- **Scalability and Flexibility**: UKG's cloud-based solutions offer scalability and flexibility, allowing public sector agencies to adapt to changing needs and demands. This adaptability is crucial for handling emergencies, seasonal variations, and long-term strategic planning.

UKG's WFM and HCM solutions have provided substantial benefits to public sector agencies by enhancing operational efficiency, ensuring compliance, boosting employee engagement, achieving cost savings, and improving service delivery. These macro-level successes demonstrate the transformative impact of UKG solutions on public sector workforce management and human capital development.

B. Total number and location of salespersons employed by Supplier.

UKG employs approximately 14,000 employees worldwide. In North America, UKG employs approximately 100 public sector-focused employees in Sales and Sales Support.

C. Number and location of support centers (if applicable) and location of corporate office.

UKG has two headquarters: Lowell, MA and Weston, FL. The UKG Customer Relationship Center is located at our Lowell, MA headquarters. We have support services groups around the world and provide local language support from these groups. Below is a listing of our offices and support centers:

- **North America**
  - Lowell, MA, USA
  - Weston, FL, USA
  - Chicago, IL, USA
  - Indianapolis, IN, USA
  - New York, NY, USA
  - Atlanta, GA, USA
  - Toronto, Ontario, Canada
  - Montreal, Quebec, Canada
  - Kelowna, BC, Canada
- **Latin America**
  - Miguel Hidalgo, Mexico
- **EMEA**
  - Bracknell, UK
  - London, UK
  - Utrecht, Netherlands
  - Amsterdam, Netherlands
  - Paris, France
  - Munich, Germany
  - Stuttgart, Germany
  - Madrid, Spain
- **ASIAPAC**
  - Macquarie Park, Australia
  - Bangalore, India
  - Singapore

For more information about our office locations, please visit UKG.com/contact.

D. Annual sales for the three previous fiscal years.

For details on UKG's financial strength FY2023 annual sales, please refer to the ***UKG Confidential Audited Financial package*** provided with this proposal. As a private company, UKG does not release annual sales numbers in public RFP proposals. We can provide details of our annual sales further in procurement process should UKG be down selected.

D(a) Submit FEIN and Dunn & Bradstreet report.

FEIN

- **UKG Kronos Systems LLC FEIN**: 04-2640942

Dunn & Bradstreet Report

- **UKG Kronos Systems LLC D&B Number**: 09-427-3653. UKG cannot distribute its Dun & Bradstreet report as it would violate our agreement with Dun & Bradstreet. You can obtain a credit report for UKG from their website: www.dnb.com.

E. Describe any green or environmental initiatives or policies.

The UKG Global Environmental Policy outlines the key environmental principles and requirements that support UKG's approach to environmental management. These principles and requirements apply when dealing with environmental matters for business reasons and are in addition to those found in the UKG ESG Policy, Code of Conduct, Third Party Code of Conduct, Human Rights Policy, Global Cleaning Policy, and other UKG policies. UKG with the cooperation of its employees, contractors, and suppliers, is committed to environmental management.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

UKG Supplier Diversity Program

UKG is committed to fostering an inclusive and diverse supply chain through its Supplier Diversity Program. This initiative aims to create opportunities for businesses owned by minorities, women, veterans, LGBTQ+ individuals, and other underrepresented groups. By actively seeking and engaging with diverse suppliers, UKG not only promotes economic growth within these communities but also enhances the innovation and competitiveness of its supply chain. The program is designed to ensure that diverse suppliers have equitable access to procurement opportunities, thereby contributing to a more inclusive economy.

In regard to Tier 1 and Tier 2 spending, currently UKG tracks both Tier I and II diverse spending. Please note that currently Tier II spend is only captured at a macro level. Presently, we utilize a third-party tool named supplier.IO to assist us with the tracking of UKG's Tier II supplier spend at a macro level. Diverse

spend includes businesses that are owned 51% or more owned by minority, women, small (women owned small business, HUBZone, veteran, service-disabled veteran and small disadvantage businesses), LGBTE, and large veteran owned businesses are all tracked through the diverse spend process. Certification from one or more of the following is required: the National Minority Supplier Development Council (NMSDC), Women Business Enterprise National Council (WBENC), National Gay Lesbian Chamber of Commerce (NGLCC), National Veterans Business Development Council (NVBDC) and self-certification through the Small Business Administration.

UKG is also a member of the Greater New England Minority Supplier Development Council.

UKG Global Alliances and Government Business Strategist teams actively support partnership from the various Diversity Programs & Alliances mentioned below. Our network consists of technology partners and services partners specializing in various aspects of HCM and WFM. There are no pricing changes when engaging with a partner that has a diversity program designation.

Advantages for Participating Agencies

The UKG Supplier Diversity Program offers significant advantages to other UKG customers by promoting a more inclusive and innovative supply chain. By partnering with diverse suppliers, participating agencies can benefit from a broader range of perspectives and solutions, which can lead to enhanced creativity and problem-solving capabilities. Additionally, supporting diverse suppliers can help customers meet their own diversity and inclusion goals, improve their corporate social responsibility profiles, and foster goodwill within their communities. Ultimately, this commitment to diversity can drive better business outcomes and create a more resilient and adaptable supply chain.

UKG Recognized Diversity Programs & Alliances

UKG recognizes and values a variety of diversity certifications to ensure a broad and inclusive supplier base. Some of the key certifications acknowledged by UKG include:

1. **Minority Business Enterprise (MBE)**
2. **Women's Business Enterprise (WBE)**
3. **Veteran-Owned Small Business (VOSB)**
4. **Service-Disabled Veteran-Owned Small Business (SDVOSB)**
5. **LGBT Business Enterprise (LGBTBE)**
6. **Disadvantaged Business Enterprise (DBE)**
7. **HUBZone Small Business (HUBZone)**
8. **Small Disadvantaged Business (SDB)**
9. **8(a) Business Development Program**

UKG is also proud of our internal diversity programs that our employees actively lead. These ERGs are integral to UKG's commitment to fostering an inclusive and supportive workplace, providing employees with opportunities for connection, advocacy, and professional development:

- **UKG Women in Leadership:** Focuses on empowering and supporting women in their professional growth and leadership development.
- **UKG PRIDE:** Supports LGBTQ+ employees and allies, promoting an inclusive and accepting workplace for all sexual orientations and gender identities.
- **UKG Veterans:** Provides a community for military veterans and their families, offering support and resources for transitioning to civilian careers.
- **UKG Multicultural:** Celebrates and supports employees from diverse racial and ethnic backgrounds, fostering an inclusive environment that values cultural diversity.
- **UKG Abilities in Motion (AIM):** Advocates for employees with disabilities, promoting accessibility and inclusion within the workplace.
- **UKG Young Professionals:** Focuses on the development and networking of early-career professionals, providing opportunities for growth and mentorship.
- **UKG Parents and Caregivers:** Supports employees who are parents or caregivers, offering resources and a community to balance work and family responsibilities.
- **UKG Generations:** Encourages intergenerational collaboration and understanding, leveraging the diverse experiences and perspectives of employees from different age groups.
- **UKG Black Leadership Network:** Aims to support and advance the careers of Black employees, providing mentorship, networking, and professional development opportunities.
- **UKG Latinx:** Focuses on the needs and interests of Latinx employees, promoting cultural awareness and professional growth within the community.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- **Minority Women Business Enterprise:**
  - UKG Response: No
  - If yes, list certifying agency: N/A
- **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE):**
  - UKG Response: No
  - If yes, list certifying agency: N/A
- **Historically Underutilized Business (HUB):**
  - UKG Response: No
  - If yes, list certifying agency: N/A
- **Historically Underutilized Business Zone Enterprise (HUBZone):**
  - UKG Response: No
  - If yes, list certifying agency: N/A
- **Other recognized diversity certificate holder:**
  - UKG Response: No
  - If yes, list certifying agency: N/A

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

NAME	HQ	DBE	Certifying Agency
Ascend Inc	CO		
Connors & Associates, LLC	PA		
Covalence Consulting	FL		
Epi-Use	ON		
Human Resource Time Management, HRTM	NJ	MBE	State of New Jersey
PayTech	CO		
Sability	GA		
Worldgate, LLC	VA	WBE	National Women's Business Enterprise National Council
		WBE	Commonwealth of Massachusetts
		SWBE	Commonwealth of Virginia

		WBE	City of Philadelphia
		SBE	City of Los Angeles
		LDBE	Metropolitan Airports Authority
Mosaic Consulting Group, LLC	TN	WBE	National Women's Business Enterprise National Council
		WBE	State of New York
		WBE	State of Tennessee
JK Seva, Inc	CA	SBE	State of California
KM3 Consulting Group, LLC	GA	DBE	State of Georgia
		WBE	New York City Small Business Services
		WBE	US Women's Chamber of Commerce
Hrchitect, Inc.	TX		
A.S.K Academy (dba HerPM)	GA	DBE	Georgia Department of Transportation
		MBE	Georgia Department of Transportation
		SLOBE	Clayton County, GA
		VOSB	Small Business Administration
		SDVOSB	Small Business Administration

I. Describe how supplier differentiates itself from its competitors.

UKG brings our singular HCM solution to your singular biggest investment: your employees. UKG is the only HCM and WFM provider bringing the full depth and breadth of hire-to-retire services in a configurable model to meet the distinct needs of individual Participating Public Agencies across state and local governments, school districts, higher education institutions, government agencies, nonprofit organizations. UKG's comprehensive suite of solutions is scalable, allowing expansion of service models to, for example, add talent management to a core human resources program, and expand headcount for agencies as communities, districts, and organizations grow throughout the contract lifecycle.

One Technology Partner

UKG delivers ***one comprehensive solution*** for human resources, benefits, payroll, talent, compensation management, time and attendance, scheduling, document and human resources file management, employee sentiment analysis, and reporting and predictive analytics -- providing a single source of truth for all Participating Public Agencies' employees. UKG enables Participating Public Agencies' HR teams to streamline and automate processes, centralizing workforce data in one master system of record to reduce duplicate data entry, reconciliation requirements, errors, and data inconsistencies; and provide instant reporting across all areas of HCM.

With UKG, Participating Public Agencies gain one HCM solution, one HCM provider.

One Implementation Partner

UKG's Launch methodology is designed to streamline the deployment of your UKG solution in the cloud so Participating Public Agencies realize swift time to value. Our proven deployment methodology combines innovation, deep domain knowledge, and more than 40 years of experience working with thousands of customers across industries and geographies to drive business goals and accelerate return on investment. Launch is an iterative deployment approach that leverages best-in-class consulting expertise and proprietary technologies configured for each Participating Public Agency's needs. Launch features collaborative tools and workspaces that accelerate processes, jump-start decision-making, and provide up-to-the-minute visibility into your project.

UKG deploys Launch directly to deliver our services as your complete provider partner.

One Ongoing Support Partner

UKG's proven approach includes our *Partner for Life* service program to set the foundation for Participating Public Agencies' success with UKG. Shortly after transitioning to support, we partner with the Participating Public Agency's team — empowering them to improve adoption, critical processes, and system utilization in preparation to hit the ground running for a strong start and early success. UKG provides Participating Public Agencies with hands-on coaching, tailored recommendations, and instructions on how to build a strong foundation for self-sufficiency. *Learning and training resources* are available via virtual instructor-led and on-demand training for the lifespan of their contract. Participating Public Agencies can *leverage trusted advisors* for strategic guidance to evolve their long-term people strategy and employee experience as well as for their day-to-day to help *reduce administrative burdens, optimize their UKG solution, and support their long-term business initiatives*. Participating Public Agencies can grow their expertise, expand their professional network, and influence our products through *our customer Community, events, and comprehensive programs* where they can connect with more than 150k *active* peers and experts in our dynamic, growing Community.

UKG is a committed support partner delivering continual support and expansive expertise across the lifespan of Participating Public Agencies' tenure with UKG.

As the Lead Public Agency considers the future-state HCM and WFM solutions for Participating Public Agencies, UKG is committed to expanding our consultative partnership as your Partner for Life provider to modernize your HCM and WFM environment. By engaging UKG to *encompass the hire-to-retire employee lifecycle*, Participating Public Agencies can take full advantage of the *industry's latest technology* alongside *exemplary service*. Just as UKG has evolved with the Lead Public Agency's continual growth over the years, Participating Public Agencies can evolve with growth of HCM and WFM service scope to take advantage of UKG's industry-recognized leadership rankings for customer satisfaction alongside product capabilities.

The Lead Public Agency knows UKG, and UKG knows the Lead Public Agency. We're ready to get started together on our next step together.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

From time to time and in the ordinary course of our business, the company or its subsidiaries is involved in a variety of claims, demands, suits, investigations or proceedings, including actions concerning contracts, intellectual property and employment matters. While it is not possible to predict the outcome of these matters with certainty, we do not expect the results of any of these actions to have a material adverse effect on our business or financial condition or on our ability to provide products or services to you.

K. Felony Conviction Notice: Indicate if the supplier:

- **is a publicly held corporation and this reporting requirement is not applicable;**
    - UKG Response: No
- **is not owned or operated by anyone who has been convicted of a felony; or**
    - UKG Response: Yes
- **is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**
    - UKG Response: No

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge as of the date of this submittal, UKG is not currently on any debarment list.

----SECTION 3.2 DISTRIBUTION, LOGISTICS----

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

UKG, offers a comprehensive suite of human capital management (HR, Payroll, and Workforce Management) solutions designed to meet the diverse needs of participating agencies. This comprehensive suite covers every aspect of the employee lifecycle, from recruiting and onboarding to robust payroll functionality and deeper workforce management capabilities, (hire to retire). By leveraging cutting-edge technology and a deep understanding of human capital management in the Public Sector, UKG empowers participating agencies to optimize their workforce strategies, ensure compliance, and foster a culture of continuous improvement and innovation. Our solutions are constantly evolving to keep pace with the changing landscape of public sector HR. Discover the full range on our service description in the product overview section of this RFP or by visiting our services-descriptions page: https://www.ukg.com/services-descriptions.

We work closely with public sector agencies to understand their unique goals and create tailored solutions that drive productivity and achieve desired outcomes.

UKG empowers your public sector workforce!

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

- SaaS Model: UKG primarily delivers its software through a Software-as-a-Service (SaaS) model, allowing clients to access their solutions via the cloud. This approach ensures that clients can benefit from continuous updates, scalability, and reduced IT overhead.
- Accessibility: Clients can access UKG's solutions from any location and device, facilitating remote and mobile workforce management
- UKG has a global footprint with support for multiple regions including the Americas, EMEA, and Asia-Pacific ensuring localized support and compliance with regional regulations. As this program is intended for only US participating public agencies there are no known states or agencies that UKG cannot deliver to.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

UKG will provide to the Lead Agency and OMNIA Partners, a comprehensive pricelist of not-to-exceed pricing that can be published on a customer-facing webpage. In addition, UKG's national sales team will be trained on the available pricing to participating public agencies and have access to UKG budgeting and procurement experts to assist with the agencies' auditing requirements.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Third-Party Subprocessors, UKG Affiliate Subprocessors, and Hosting Providers may be involved with processing data for our UKG enterprise management cloud applications. Subprocessors, Affiliate Subprocessors, and Hosting Providers are listed at https://www.ukg.com/ukg-subprocessors

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

UKG clocks (such as the DX G2) are manufactured and shipped from our Jabil-run factory in Chihuahua, Mexico through El Paso, TX. The site has multiple suppliers and staffs more than 4,000 employees.

Jabil Circuit de Chihuahua, S. De R.L. de C.V.

Av. Alejandro Dumas 11341, Complejo Industrial Chihuahua

Chihuahua, Chihuahua; Mexico. CP. 31136

----SECTION 3.2 MARKETING AND SALES----

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Information provided in this proposal and for ongoing contract management that should be excluded from the OMNIA Partners microsite include:

- UKG Financial information
- UKG Customer contact information included in the proposal
- UKG pricing other than the modules used by participating public agencies
- New Jersey Ownership Disclosure and Stockholder Disclosure forms
- Any other forms requested during the life of the contract, post award, that UKG determines to contain confidential information and agreed upon by OMNIA Partners

This information is available to participating public agencies upon request from participating public agencies through their vetting and due diligence process, once confidentiality and/or non-disclosure agreements have been accepted, and in accordance with local laws and policies.

UKG has also included a Trade Secret Affidavit, included as **Appendix 10**.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

B.(i) Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

UKG has a well-established relationship with OMNIA Partners, which has been their most successful go-to-market strategy for the public sector for the past 10 years. This strategic partnership is fully endorsed by UKG's sales and corporate leadership and is the most utilized contract vehicle for their public sector engagements. This endorsement from UKG's leadership underscores the effectiveness and importance of this partnership in expanding our reach and ensuring consistent, high-quality service delivery to public sector clients.

B.(ii) Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

To ensure that all stakeholders are fully informed and prepared for the changes, UKG will conduct additional training sessions within 30 days of the award. These sessions are designed to explain any new elements or differences from the previous contract, thereby reassuring the sales force and equipping them with the necessary knowledge and tools to effectively implement the continued go-to-market strategy for the public sector.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

C.(i) Creation and distribution of a co-branded press release to trade publications

UKG and OMNIA Partners marketing have a strong relationship and have worked collaboratively for many years to create cobranded press releases, social media posts, and website updates to highlight our relationship. Upon award, both organizations will collaborate for an initial press release and a secondary press release as the contract nears its initial term, on or around March 18, 2025.

C.(ii) Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Confirmed

C.(iii) Design, publication and distribution of co-branded marketing materials within first 90 days

Confirmed

C.(iv) Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.)
and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Confirmed

C.(v) Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Confirmed

C.(vi) Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Confirmed

C.(vii) Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Confirmed

C.(viii) Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

Confirmed

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

UKG has extensive experience in transitioning existing customers' account to the OMNIA Partners agreement. Its historical approach to contracting was a direct agreement with government customers using UKG license agreements and terms and conditions between UKG and the agency. With the rise in popularity of cooperative contracting, this approach has evolved.

In line with its go-to-market strategy commitment, UKG will generally not consider other regional or national cooperative contracts. UKG does hold contracts with various State agencies but with the terms of the OMNIA Partners contract as its base and reported to OMNIA Partners. In the event a public agency cannot utilize the UKG contract, we propose an alternate OMNIA Partners contract held by our value-added resellers before recommending any other available options.

As part of any renewal, migration, or upgrade period the customer is presented with the Master Agreement and all other related materials for them to make the proper contracting choice for their agency. A legal reference tying the terms of the Order to the selected OMNIA Partners agreement is included in the Official Order and executed by the customer.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Confirmed

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

Confirmed. Please see sample attachment: ***UKG Attachment 2 - UKG Public Sector Cobranded Collateral FY24***

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Confirmed

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:
i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

- **Executive Support** - Pat Bennett. Vice President, Public Sector
- **Marketing** - Beatrice Mitchell. Director, Industry Marketing
- **Sales** - Brian Coopman. Director, Contracts & Procurement - Public Sector
- **Sales Support** - Abigail Ellis. Supervisor, Sales Operations

- **Financial Reporting** - Sean O'Donnell. Senior Sales Business Consultant
- **Accounts Payable** - UKG Staff; AP@ukg.com
- **Contracts** - Brian Coopman. Director, Contracts & Procurement - Public Sector

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

UKG's Public Sector Sales force is structured into regional sales teams specializing in Federal, Enterprise (state government and large cities & counties), Mid-Market New Logo and Mid-Market Customer Base, K-12 New Logo and K-12 Midmarket, Higher Education, and Special Districts. Each team is overseen by a Regional Vice President and the entire vertical overseen by Pat Bennet, Group Vice President - Public Sector pat.bennett@ukg.com.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Each sales team has a corresponding OMNIA Partners territory manager which they collaborate often with business strategy and planning to grow and service the program in their territory. The entire program is overseen by the Director, Contracts & Procurement - Public Sector (National Account Manager) who is responsible for the overall success of the program with his or her OMNIA Partners Supplier Manager and Vice President counterparts. The Director is also responsible for ongoing development and training of UKG's cross-functional units in marketing, operations, legal, renewals, etc.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

UKG's current management of the national program earned a Bronze Partnership of Excellence by OMNIA Partners in 2024. We are a strategic account with OMNIA Partners as indicated by year-over-year growth of net new customers, existing customer migrations and upgrades, and overall revenue. This commitment will continue through the life of this award with the intent to elevate the Partnership of Excellence award to higher levels through continued growth and partnership.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

UKG respects the confidentiality of its customers and cannot release contact information without explicit permission from the customer. Below are the requested top 10 Public Agency customers by estimated annualized contract value and an associated UKG Account Owner. Should the County or

OMNIA Partners wish to engage any of these customers, we will coordinate communications appropriately and thoroughly.

Account Owner	Account Name	Estimated Annualized Contract Value
Bruce Jaeger	Metropolitan Transportation Authority	[redacted]
Michelle Mackey	State of Colorado	
Andrew Derrig	State of Ohio DAS	
Ryan Hammond	Florida Department of Corrections	
Andrew Derrig	City of Detroit	
Bruce Jaeger	CDCR	
David Herndon	Arkansas Department of Transportation	
Jake Bauer	Cadence Education, LLC	
Michelle Mackey	City of Austin	
Ty Landry	Everglades College Inc	

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

UKG uses a combination of integrated Salesforce, DocuSign, Oracle Accounting and A/R & A/P, and Microsoft systems.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement

("Guaranteed Contract Sales").
$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- $125 million year one
- $150 million year two
- $175 million year three

APPENDIX 5 – RESPONSE FOR MASTER AGREEMENT

Please refer to the General Exceptions below, and redlined Master Agreement on the following pages.

UKG General Exceptions to Cobb County Human Resource Systems and Related Products and Services Sealed Proposal # 24-6833

General

All references to "subcontractors" throughout the Contract will be deemed to be references to those third parties specifically and exclusively engaged for the provision of professional, implementation or training services pursuant to this Contract, and "subcontract" means a written agreement between UKG and such subcontractor to provide such services. For the avoidance of doubt, UKG's use of third parties to supply software, infrastructure or other services to run its subscription services in general, and not solely for providing services under this Contract is not a subcontracting arrangement.

Section VII. Patent Indemnity

Please refer to UKG EULA provided as part of UKG's response for patent and intellectual property infringement indemnification.

Section IX. Insurance

Please see redlines and comments to Cobb County's Required Terms and Conditions provided as part of UKG's response. Provisions to be conformed to UKG's actual insurance coverage.

Section XIII. Contract

Please see redlines and comments to Cobb County's Required Terms and Conditions provided as part of UKG's response.

Section XIV. Delivery Failures

UKG takes exception to this requirement and expects that the protections afforded Cobb County and Participating Public Agencies in the Cobb County Required Terms and Conditions and UKG's EULA will otherwise suffice.

Section XVII. Default

All remedies available to Cobb County and Participating Public Agencies are subject to the limitations of liability set forth in UKG's EULA.

Section XVIII. Disputes

UKG must retain the right to appeal any decision by the Procurement Services Director.

Sections XXVII. Indemnification and XXVIII. Indemnification/Hold Harmless

UKG takes exception to these provisions to the extent they are more broad than the indemnification obligations found in UKG's EULA.

Section XXIX. Confidentiality

Please see UKG's affidavit declaring specific information to be exempt from disclosure under Georgia's Open Records Act.

Section XXXIII. Termination for Convenience

UKG requests 90 days prior written notice should the County wish to terminate the Contract for convenience.

Master Agreement

Owner:	Cobb County Board of Commissioners 100 Cherokee Street Marietta, GA 30090
Contractor:	<Legal Name of Contractor> <Contractor Address> <Contractor Address>
Description:	This Master Agreement for Name of Procurement incorporates by reference the following: Exhibit "A" Owner's Request for Proposal #Proposal Number; Exhibit "B" Contractor's Bid/Proposal submitted on _____; Exhibit "B-1" Modifications to Exhibit "B" (if applicable) Exhibit "C" Cobb County Required Terms (required for any products or services used by Cobb County) The following provisions of Exhibit "A" Owner's Request for Proposal #Proposal Number, as modified by Exhibit "B" Contractor's Bid/Proposal and Exhibit "B-1" Modifications to Exhibit "B," shall be incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein: Section 3.0, Section 3.1, and Section 7.0 of the Solicitation; Sections IX, XIV, XVI, XVII, XXVIII, XXIX, XXXII, XXXIII, and XXXIX of Cobb County General Instructions for Proposers, Terms and Conditions.
Purchasing Cooperative:	OMNIA PARTNERS PURCHASING COOPERATIVE: Contractor agrees to extend use of this Master Agreement to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partner, LLC's Purchasing Cooperative ("Participating Public Agencies") under the terms of this Agreement ("Master Agreement") and the Master Intergovernmental Cooperative Purchasing Agreement found at Exhibit D of Exhibit "A" Owner's Request for Proposal #Proposal Number.
Governing Law:	This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.
Term:	This Agreement shall begin on _____ (Effective Date), for an Initial Term of four (4) years. Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (Renewal Terms) upon

Commented [JC1]: See General Exceptions provided by UKG in its response.

mutual written consent of the Parties. This Agreement shall terminate absolutely on _____, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which the Agreement is in effect. Unless Owner provides at least 30 days' written notice of an intention not to renew, the Agreement shall automatically be renewed for consecutive one-year terms until the conclusion of the Initial Term or any Renewal Term in effect. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Owner may terminate this agreement at any time for nonappropriation of funding.

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

Billing: For purchases made by Owner pursuant to this Agreement, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in Exhibit "B" Contractor's Bid/Proposal. For purchases made by Participating Public Agencies, the Contractor shall comply with each Participating Public Agencies' invoicing and billing requirements outlined on the applicable order.

[Signatures on Next Page]

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

OWNER	CONTRACTOR
Cobb County Board of Commissioners	<Legal Name of Contractor>
100 Cherokee Street	<Contractor Address>
Marietta, Georgia 30090	<Contractor Address>
Lisa N. Cupid, Chairwoman	<Authorized Signatory, Title>
Cobb County Board of Commissioners	<Legal Name of Contractor>
Date	Date
Approved as to form:	Attest:
County Attorney's Office	Corporate Secretary
	Corporate Seal
Date	
	Federal Tax ID Number

Exhibit “A”

Owner’s Request for Proposal #Proposal Number

Exhibit “B”

Contractor’s Bid/Proposal

Exhibit “B-1”

Modifications to Exhibit “B”

(if applicable)

Exhibit “B” Contractor’s Bid/Proposal contained certain exceptions to the requirements of Exhibit “A” Owner’s Request for Proposal #Proposal Number. Some of the exceptions are accepted and others are not. Language that is struck through is not accepted. The remainder is accepted with the additional language that is underlined:

Exhibit "C"

COBB COUNTY

REQUIRED TERMS AND CONDITIONS

These Required Terms and Conditions are hereby agreed to, made and entered into by and between Cobb County, a political subdivision of the State of Georgia, (hereinafter "Cobb County" or "County"), and Vendor Name , a [state] [Choose an item.], located at Vendor address (hereinafter "Vendor" or "Contractor" or "Company"). These Required Terms and Conditions shall be made an exhibit to the Master Agreement between Cobb County and Vendor Name . ("Contract" or "Agreement") and shall have the same force and effect as the terms and provisions in the Contract. County and Vendor may be referred to individually as "Party," or collectively, as "Parties." The Effective Date of this Contract shall be the date that the last party hereto executes the same (the "Effective Date").

[It is understood by the Parties that Vendor has engaged the following subcontractor(s) to perform Work under this agreement for County:

It is understood by the Parties that no subcontractors are engaged to perform Work under this agreement.]

I. **Agreement**

A. Entire Agreement. This Agreement, together with all addenda, attachments, and exhibits listed below and incorporated herein by reference, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations, or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

1. Required Terms and Conditions dated mm/dd/yyyy
2. Master Agreement between County and Vendor dated mm/dd/yyyy
3. **Exhibit "1" Invitation to Bid or Request for Proposal** (ITB/RFP) #
4. **Exhibit "2" Vendor's Bid or Proposal** dated mm/dd/yyyy
5. **Exhibit "3" Vendor's Price Quote** #xxxx dated mm/dd/yyyy
6. **Exhibit "4" Vendor's Statement of Work** (SOW)# dated mm/dd/yyyy
7. **Exhibit "4-A" Project Schedule**
8. **Exhibit "5" Vendor's End User License Agreement (EULA), License, Software** dated mm/dd/yyyy
9. **Exhibit "6" Vendor's Maintenance or Support Agreement** dated mm/dd/yyy
10. **Exhibit "7" Vendor's Service Level Agreement** (SLA)
11. **Exhibit "8" Third Party Terms and Conditions**
12. **Exhibit "9" Information Security**

13. **Exhibit "10-A" Change Control Definitions and Process**
14. **Exhibit "10-B" Change Order Form**
15. **Exhibit "11-A" Contractor Affidavit and Agreement**
16. **Exhibit "11-B" Subcontractor Affidavit and Agreement**
17. **Exhibit "11-C" Immigration Compliance Certification**
18. **Exhibit "12" Conflict of Interest Affidavit**

B. These Required Terms and Conditions shall apply to and supersede any additional terms and conditions contained in any purchase order, task order, invoice, delivery receipt, or other document issued by ~~Vendor~~ either party in conjunction with the services or products provided pursuant to this Agreement.

C. Order of Precedence. In the case of any inconsistency, conflict, ambiguity among the contract documents, the documents shall govern in the following order: (1) Required Terms and Conditions; (2) **Exhibit "3" Vendor's Price Quote**; and (3) any other applicable documents.

Commented [JC2]: Unclear how conflicts within Required Terms and Conditions and its amendments would be resolved

D. Invalid Terms.

1. Notwithstanding anything else in this Agreement, including any exhibits, attachments or links provided therein, no term shall be valid that:

a) Requires the County to:

i. Defend, indemnify, or hold harmless another person or entity; or

ii. Be bound by terms and conditions that are unknown at the time of signing such contract or that may be unilaterally changed by the other party; or

Commented [JC3]: How will we manage new offerings that get added to the agreement and require additional terms and conditions?

~~iii. Waive damages; or~~

~~iv. Release Vendor or third parties from liability; or~~

~~v.~~iii. Assume all risk.

~~vi.~~iv. Pay late payment fees, penalties, interest, attorneys' fees, liquidated damages, or any other fee that would constitute an illegal gratuity under Georgia law; or

b) Provides for:

i. A venue for any action or dispute other than a court of competent jurisdiction in Cobb County, Georgia; or

ii. The contract to be construed in accordance with the laws of a state other than the State of Georgia; or

iii. Binding arbitration or binding mediation; or

iv. Renewal beyond the Term; or

v. An automatic renewal such that County funds are or would be obligated in subsequent fiscal years; or

c) Is inconsistent with the provisions of O.C.G.A. § 50-18-70 et seq., relating to open records.

2. If Agreement, including any exhibits, attachments or links provided therein, contains a term prohibited under this section, such term shall be void, and the Agreement shall be otherwise enforceable as if it did not contain such term.

3. Neither the County nor any agency or department thereof shall be bound by any other new terms and conditions included in any exhibits, orders, invoices, attachments, links, or other document, physical or electronic, which attempt to impose any condition in variance of or in addition to the terms and conditions contain in this Agreement.

Commented [JC4]: Future products being added to the Agreement may be subject to new or additional terms and conditions.

II. Scope of Work

Subject to the terms and conditions herein, the term "Services" or "Project" or "Work" means all of the work, product, services, goods, software, licenses, material, equipment, and labor to be provided and performed and completed by Vendor under and as reflected in the Contract, including any and all addendums, exhibits, attachments, appendices, and schedules thereto, and all work reasonably inferable from the specific descriptions. These Required Terms and Conditions shall be an addendum and/or exhibit to the Contract and shall have the same force and effect as the terms and provisions in the Contract.

III. Compensation/Consideration

A. The total amount payable by Cobb County shall not exceed the maximum amount of $_____ ("Price").

[Or for multi-year:]

Year 1	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx
Year 2	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx
Year 3	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx
Year 4	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx
Year 5	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx

B. As a political subdivision of the State of Georgia, County is exempt from paying most types of taxes and will only pay those taxes it is required to pay under the laws of the State of Georgia or federal law.

C. County shall timely process payment to Vendor. Vendor shall not charge interest or assess payment penalties against County.

D. In the event of a dispute about payment/invoicing, County shall deliver a written statement to Vendor no later than ___days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. ~~Vendor shall continue performing its obligations under the Agreement notwithstanding any such dispute.~~

Commented [JC5]: UKG will need a right to suspend if undisputed payments have not been made

IV. Term of Agreement

A. Term. The Initial Term of this Agreement shall begin on the Effective Date and continue for twelve (12) months ("Initial Term"). This Agreement may be renewed as herein provided for

up to a total of _____(__) months ("Full Term").

B. Renewal. This Agreement shall automatically renew annually after Initial Term for twelve (12) months on the Effective Date for each subsequent year for a maximum of ___(__) renewal years unless County provides at least thirty (30) days written notice of an intention not to renew before the expiration of the then-current annual period. This Agreement shall terminate absolutely after _____(__) months. The Parties reserve the right to renew, extend, or amend this Agreement.

C. Termination. This Agreement may be terminated in the methods listed below. If this contract is terminated, County shall be liable only for goods or services delivered ~~or accepted~~.

1. For Convenience. County may terminate this Agreement at any time for any reason upon ~~thirty (30)~~ninety (90) days prior written notice to Vendor. The effective date of termination shall be set forth in the notice. As the sole remedy for County's termination for convenience, Vendor shall be paid for any validated services performed under this Agreement up to the time of termination. Vendor shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.

2. For Cause. Either Party may terminate this Agreement for cause should the other Party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement upon thirty (30) days written notice to the defaulting party to cure the default.

   a) Cause for termination by the County shall include, but not be limited to, Vendor's breach of a material provision of the Agreement, failure to complete a deliverable or milestone in a timely manner as set forth in a mutually agreed upon written project plan, and/or failure to dedicate adequate and qualified staff to complete the Work. ~~Failure of Vendor to cure such breach or failure within thirty (30) days shall entitle County to a refund of all compensation paid to Vendor.~~

   b) Should the Vendor terminate this Agreement for default in performance that is not cured in a timely manner, the County shall be liable for no more than the amount of goods or services delivered to ~~or accepted by~~ County up to the date of termination.

3. By Statute. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it may be renewed, unless otherwise expired, earlier terminated, or renewed all as provided in this Agreement. Notwithstanding this provision, as permitted by statute, this Agreement may automatically be renewed and extended for consecutive up to one-year periods beyond the Initial Expiration Date until the expiration of the Full Term, unless County notifies Vendor in writing of its intent not to extend this Agreement at least thirty (30) days prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the Initial Expiration Date, at least thirty (30) days prior to the expiration of the then-current annual period.

4. Non-appropriation. In compliance with the terms of O.C.G.A. § 36-60-13, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County. This Agreement does not create a debt of County for the payment of any sum beyond the

calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

D. Survival. Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this agreement shall so survive. Furthermore, the provisions pertaining to Confidentiality, Open Records, Record Retention, Indemnification, Limitation of Liability, Preservation of Immunities, No Personal Liabilities, Governing Law, Venue, and Invalid Terms shall survive termination or expiration of this Agreement.

V. System Access, Licenses, and Warranties

A. This Contract is a Subscription-Based Information Technology Arrangement (SBITA). It is a contract that conveys control of the right to access and use IT software for authorized purposes alone or in combination with tangible capital assets (underlying IT assets) for a period of time in an exchange or exchange-like transaction.

B. License Grant. Vendor hereby grants to Cobb County a worldwide nonexclusive, nontransferable revocable license to access, use and publicly display the online portion of the Project, as defined in Section 1.1.3.1 below, and a nonexclusive, nontransferable revocable license to distribute to the users the Project (the "License") during the term of this Agreement.

Vendor also grants to Cobb County a nonexclusive right to advertise, market and promote the Project to its clients and the Users during the term of this Agreement. The License expressly excludes all other rights, including, without limitation, the right to modify or create derivative works of the Project or the right to grant any other sublicensing rights to third parties. The License is revocable under the circumstances and on the terms set forth in this Agreement.

C. Vendor agrees to provide a list and description of all software and licenses required or necessary for the use of such software, to include any continued use or maintenance contemplated by the Contract.

D. Warranties

1. General. Vendor hereby expressly warrants that the Work to be performed hereunder shall be performed in a workmanlike manner, that all Work assigned shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Work is provided and as required under the terms of the Contract. Vendor warrants to County that all Services or Goods furnished in connection with Services shall: (a) be new and free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; and (d) be free and clear of all liens, security interests or other encumbrances.

2. Performance. For the greater of 12 months or the period during which County purchases support services, the software shall materially conform to the requirements of this Agreement, including any statements of work, and, to the extent not inconsistent with the foregoing, the documentation. Further the software shall remain free from material programming errors and defects in workmanship and materials. If material programming

Commented [JC6]: Note that UKG expects a mutually agreed upon Limitation of Liability will be agreed upon in this contract and each contract with a Participating Agency. See UKG's EULA provided as part of UKG's response for proposed provision.

Commented [JC7]: Replace all of Section V.B. with UKG license grant from UKG's EULA provided as part of UKG's response.

Commented [JC8]: Customers get this through technical papers in the Community

Commented [JC9]: Replace all warranties in this Section V.D. with those set forth in the UKG EULA provided as part of UKG's response. Note additional comments with respect to specific warranties.

errors are discovered, Vendor shall promptly remedy such errors at no additional expense to County.

3. Infringement. To the best of Vendor's knowledge, as of the Effective Date, Customer's licensed use of the software will not infringe upon or misappropriate the intellectual property rights of any third party.

4. Service. The services shall be performed in (a) material accordance with this Agreement, (b) a timely and workmanlike manner, and (c) accordance with industry best practices for services of this kind.

5. Legal Compliance. Vendor shall comply and ensure that its software and services comply with all applicable laws and regulations. Vendor shall, at no additional charge, promptly furnish all updates to the software necessary for compliance with any change in laws or regulation during the term of this Agreement.

6. Privacy. Vendor represents and warrants that, at all times during and after the term of this Agreement, it will comply, at its sole expense, with all applicable local, state, federal, and international privacy, confidentiality, consumer protection, advertising, electronic mail, data security, data destruction, and other similar laws, rules and regulations, whether in effect now or in the future, including, but not limited to the Goldenhar Gramm-Leach Bliley Act and its implementing regulations (all of the foregoing to be collectively referred to as the "Privacy and Security Requirements"). Vendor acknowledges that it alone is responsible for identifying, understanding, and complying with its obligations under the ~~p~~Privacy and Security Requirements as they apply to its performance of this Agreement and possession of personal information.

7. Anti-Virus. Vendor has taken every commercially reasonable precaution to ensure and to the best of Vendor's knowledge, the software does not contain any virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any of County's data, equipment, devices, networks, or software. ~~Further, Vendor warrants: (a) that its software and/or systems are not dependent on obsolete software, including anything with a known vulnerability; (b) that all critical updates to the software and/or systems have or shall be applied as identified or as needed; and (c) that Vendor's software and/or system have the means to receive such critical updates.~~

8. Intentionally left blank~~Offshoring of Data. All services shall be performed and rendered within the continental United States. Vendor shall not transmit or make available any customer Confidential Information, including personal data, to any entity or individual outside of the continental United States.~~

9. Open Source and Third Party Software. Vendor represents and warrants that it~~s~~ shall not deliver to County any third party software, including open source software, that would require County to accept and be bound by any third party terms and conditions unless such terms and conditions are expressly identified in and attached to this Agreement as **Exhibit "8" Third Party Terms and Conditions** and to the extent that such terms and conditions are consistent with the Invalid Terms provisions of this Agreement. Except as provided in **Exhibit "8" Third Party Terms and Conditions** as amended by the Invalid Terms

Commented [JC10]: Addressed by the IPR Infringement Indemnification offered in UKG's EULA provided as part of UKG's response.

Commented [JC11]: UKG commits to comply with laws and regulations applicable to UKG and its operations as a provider of technology and related services. Customer remains obligated to use UKG solutions in compliance with laws and regulations applicable to Customer.

Commented [JC12]: As above, UKG commits to comply with laws and regulations applicable to UKG and its operations as a provider of technology and related services. "Applicable" needs to be modified to capture this concept.

Commented [JC13]: While Customer Data can be stored solely in the continental United States, UKG renders services to its customers on a global basis.

provision of this Agreement, County hereby rejects all such third party terms and conditions.

10. Intentionally Left Blank~~Pass Through Warranties. Vendor shall assign and pass through to County all representations, warranties, and indemnities to Vendor in its contracts with their party licensors and suppliers relating to the software~~.

11. ~~Known Performance Issues. There is no existing pattern or repetition of customer complaints regarding the software, including functionality or performance issues. Further, Vendor's engineers have not currently identified any repeating adverse impact on the software, including functionality or performance, for which the root cause is believed to be a flaw or defect in the software.~~

~~12.~~11. Authority.

a) Vendor has full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, including without limitation, the right to license any ancillary or third party programs licensed to County under this Agreement.

b) Vendor has all licenses and intellectual property rights necessary to install and produce customizations, enhancements, updates, and/or corrections to the software used in performance of and as required under this Agreement in accordance with industry standards and in a professional and workmanlike fashion.

c) Vendor's performance of this Agreement does not violate or conflict with any agreement to which Vendor is a party.

d) Vendor represents that there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.

E. Changes in Functionality. Vendor shall not modify or change the software to reflect a material diminution in the form, features or functionality of the software from that existing as of the Effective Date. Accordingly, Vendor shall not change the form, features, or functionality of the software in any material adverse manner from that originally licensed under this Agreement.

F. Documentation. The documentation provided by Vendor shall be complete and accurate so as to enable a reasonably skilled user to effectively use all of the software's features and functions without assistance from the Vendor. Further, on each date that the Vendor delivers documentation to County, such documentation shall be Vendor's most current version thereof.

G. These warranties survive any delivery, inspection, acceptance, payment, or termination of the Contract. ~~These warranties are cumulative and in addition to any other warranty provided by law or equity.~~ Any applicable statute of limitations runs from the date of County's discovery of the noncompliance. If County gives Vendor notice of noncompliance, Vendor shall, at its own cost and expense, promptly replace or repair nonconforming Goods or Services. This paragraph shall be construed as being in addition to any warranty provision in the Contract.

XI. Ownership of Work

A. ~~County Ownership. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by Vendor ("Materials") not otherwise created~~

Commented [JC14]: UKG warrants its solutions as stated in the UKG EULA provided as part of UKG's response.

Commented [JC15]: Replace with "Upgrades" language from UKG's EULA provided as part of UKG's response.

~~in the course of business for Vendor's broader customer base shall be the property of County, and County shall be entitled to full access and copies of all such Materials in the form prescribed by County. Any such Materials remaining in the hands of Vendor or subcontractor upon completion or termination of the Work shall be delivered immediately to County; provided that Vendor may retain a copy of any deliverables for its records. Vendor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to County, Vendor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to County, and Vendor agrees to execute any additional documents that may be necessary to evidence such assignment.~~

To the extent~~d~~ allowed by law, Cobb County shall retain all right, title and interest in and to any and all patent, copyright, trademark, trade secret, domain name registrations, websites, and other intellectual property rights, throughout the world, and all registrations and applications thereon ("Intellectual Property Rights") in and to (i) Cobb County's governmental and trade names, logos, trademarks, service marks and similar identifying material ("Cobb County Marks") and (ii) the websites directly or indirectly owned, operated or maintained by Cobb County, and (iii) all information owned, managed or developed by Cobb County.

Commented [JC16]: See "Reservation of Rights" provision in UKG's EULA provided as part of UKG's response. There will be no "work for hire" created by UKG as a deliverable.

B. Vendor Ownership Rights. To the extent allowed by law, Vendor shall retain all right, title and interest in and to any and all Intellectual Property Rights in and to the (i) its Work (with the exception of Intellectual Property Rights owned by Cobb County contained therein), (ii) *Describe as needed*, (iii) any developed or licensed documentation, and all modifications thereto and derivative works thereof, and (iv) all information owned, managed or developed by Vendor.

Commented [JC17]: See UKG EULA for additional Reservation of Rights

C. User Data. As between the parties, all right, title and interest in and to the data in the Work that is entered by~~, created for or existing about users,~~ Cobb County and its clients and vendors in the SaaS Subscription during the Term ("User Data") shall be owned by Cobb County with full rights to use, market and license others to use such User Data only in compliance with applicable laws.

XI. Staff Assigned to Project

A. Staff. Vendor shall maintain at all times, until the completion of the Project, experienced technical/implementation staff, in adequate numbers and with necessary skillset, functions and responsibilities to satisfy Vendor's obligations under this Contract~~ satisfactory to County~~; and ensure that staff carries out the following duties: (i) preparation and execution of the plan of activities proposed for project implementation, pursuant to the provisions of **Exhibit "4" Vendor's Statement of Work**; and (ii) proper testing prior to milestone, deliverable or solution turnover to County staff.

B. Staff Replacement. County and Vendor agree to act in good faith to complete this P~~p~~roject and work toward mutual resolutions. In the event that the County has an issue with an individual on the project, County shall have the right to require the removal and replacement of Vendor's technical/implementation staff member(s) from providing services to County under this Contract after consultation with Vendor. County shall notify Vendor in writing of such action. Vendor shall accomplish the removal and replacement ~~within five (5) business days~~as soon as practical after written notice to Vendor. County shall review and approve the appointment of the replacement staff. Said approval shall not be unreasonably withheld. County is not required to provide any additional information, reason

or rationale in the event it requires the removal of Vendor's staff from providing further services under the Contract.

C. Staff Transition. If it is known that a member of the Vendor project team will be leaving the ~~p~~Project, a replacement will be chosen to join the team, and become familiar with the Pr~~p~~oject before the original team member leaves, to ensure that the transition-in will be seamless. If a member of the Vendor project team leaves unannounced, prompt replacement shall be made in accordance with this Section.

XII. Indemnification

The following obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

A. Indemnification of County. Vendor covenants and agrees to take and assume all responsibility for the software and services ("Work") rendered in connection with this Agreement. Vendor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Vendor, any subcontractor, anyone directly or indirectly employed by Vendor or subcontractor or anyone for whose acts Vendor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

B. In any and all claims against an Indemnified Party, by any employee of Vendor, its subcontractor, anyone directly or indirectly employed by Vendor or subcontractor or anyone for whose acts Vendor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement and applies notwithstanding any contrary provision.

C. Intellectual Property Indemnification. Vendor shall hold County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Vendor is not the patentee, assignee, licensee, or other lawful user.

Commented [JC18]: Please refer to UKG's EULA provided as part of UKG's response for indemnification obligations acceptable to UKG.

D. Environmental Indemnification. Vendor agrees to indemnify, defend, and hold harmless an Indemnified Party, to the fullest extent allowed under O.C.G.A. § 13-8-2, from and against all claims, suits, actions, judgments, forfeitures, damages, losses, costs, demands, or expenses and liability, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of federal, state or local law or regulation, common law, or in equity, including but not limited to all administrative claims, claims for injunctive relief, claims for property damage, natural resources damages, nuisance claims, bodily injury claims (including death), environmental response, remediation, abatement, detoxification, cleanup costs, removal or disposal of, or otherwise with respect to, hazardous or potentially hazardous substances, fines, penalties, and expenses (including without limitation attorney fees, consultant fees, expert fees, costs, and expenses incurred in investigating and defending against the assertion of such liabilities) that may arise from or be the result of any alleged willful, negligent or tortious conduct of that in any way may arise from, be the result of, or relate to any act or omission of Vendor, or anyone directly or indirectly employed by or otherwise in any way acting on behalf of Vendor, in its performance of the Agreement, the operation of the Facility, or failure to operate the Facility other than in accordance with this Agreement or Applicable Law, regardless of whether or not the negligent act is caused in part by an Indemnified Party. This indemnity obligation shall run from the time of initial discovery of any such potentially adverse environmental condition and shall not be construed to commence only upon realization of an actual economic loss resulting from such condition. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party or any other act, liability, or obligation in any way prohibited by O.C.G.A. § 13-8-2. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of the Agreement.

XIII. Insurance

A. Requirement: Vendor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Vendor, its agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance: During the term of this Agreement, Contactor shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

2. Commercial Automobile Liability (owned, non-owned and hired): $1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

Commented [JC19]: During the term of the Agreement, UKG shall maintain appropriate insurance coverage and will provide its standard Certificates of Insurance reflecting such coverage if requested. UKG presently maintains insurance coverage rated 'A-' "Excellent" by A.M. Best for the following risks in the following minimum amounts in United States Dollars:

- Comprehensive General Liability Insurance: $2 million aggregate; $1 million per occurrence, including $1 million personal injury.
- Business Auto: $1 million combined single limit bodily injury and property damage liability.
- Umbrella: $5 million aggregate, $5 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): $5 million aggregate, $5 million per occurrence.

The provisions in this section need to be conformed to align with UKG's actual insurance.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of $1,000,000 per occurrence or disease.

4. Professional Liability, Technology Errors and Omissions, and Cyber Insurance Coverage: $2,000,000 per claim and $4,000,000 in the aggregate is required, in the event that Vendor is performing design, engineering, or other professional services.

5. Professional Liability (Errors and Omissions) and Coverage: $2,000,000 per claim and $4,000,000 in the aggregate. Vendor shall maintain Technology Errors and Omissions Insurance, which must include coverage Multimedia Liability, Privacy Liability, Network Security Liability, Breach Costs Coverage (including Notification, Credit Monitoring, Forensics, Public Relations), and Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach.

   a) Technology Errors and Omissions insurance must cover liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render (1) all services promised, including but not limited to computer or information technology services, (2) products that perform the intended function or serve the intended purpose, and (3) violation of software copyright.

   b) Services insured, at a minimum, must include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks, and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (11) any other services provided by the vendor.

   c) Vendor shall maintain Privacy, Security, and Technology Insurance.

      i. Vendor's policy must include coverage for (1) loss, disclosure, and theft of data in any form; (2) media and content rights infringement and liability (excluding patents and trade secrets), including but not limited to, software copyright infringement; and (3) network security failure, including but not limited to, denial of service attacks and transmission of malicious code.

      ii. The insurance coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year.

      iii. The insurance coverage must also contain severability for the insured organization for any intentional act exclusions.

      iv. If the coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

v. Additionally, such policy must cover consequential or vicarious liabilities (e.g., claims brought against the Vendor or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Vendor and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures).

d) Builder's "All Risk" Insurance: In the event Vendor is performing vertical construction services under the Agreement, Vendor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Agreement, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

   The making of progress payments to Vendor shall not be construed as relieving Vendor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

e) Commercial Umbrella Liability Coverage: $2,000,000 in liability coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability, Commercial Automobile, and Professional Liability policies of insurance.

C. Deductibles and Self-Insured Retention: ~~Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of Vendor. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.~~ Vendor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

Commented [JC20]: N/A - delete

Commented [JC21]: UKG will include the County as an additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to the County's insurance, but only with respect to UKG's sole negligence. Upon written request, such blanket endorsement shall be provided to the County with the corresponding COI.

1. General Liability and Umbrella/Excess Insurance

   a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") shall be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor, premises owned, leased, or used by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Vendor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

   b) Primary Insurance Requirement. Vendor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Vendor's insurance and shall not contribute with it.

   c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

   d) Separate Coverage. Coverage shall state that the Vendor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

   e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers' Compensation and Employers Liability Coverage: Vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Vendor, its agents, representatives, employees or subcontractors. ~~The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses arising from the work performed by Vendor for County.~~

~~F. Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses arising from work performed by Vendor for County.~~

~~G.~~F. All Coverages:

1. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

2. Acceptability. The insurance to be maintained by Vendor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of

Commented [JC22]: Exception taken. UKG will endeavor to provide notice to the County if it is at material risk of not having such insurance in place.

Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A-" or better and with a financial rating of Class VIII or greater or be otherwise acceptable to Cobb County.

3. Failure of Insurers. Vendor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

~~H.~~G. Verification of Coverage: Vendor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Agreement. ~~Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County.~~ The certificates and endorsements for each insurance policy are to be signed by a person authorized ~~by that insurer to bind coverage on its behalf~~. The certificates and endorsements shall be received and approved by County before any work commences. ~~County reserves the right to require complete, certified copies of all required insurance policies at any time.~~ Vendor shall provide proof that any expiring coverage has been renewed or replaced ~~prior to the expiration~~promptly after renewal or replacement of the coverage. ~~Vendor's failure to comply with this provision shall be considered a material breach of the Agreement.~~

~~I.~~H. Subcontractors: Vendor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.

~~J.~~I. Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Vendor from any liability under the A~~a~~greement will not be construed to conflict with or limit Vendor's indemnification obligation ~~obligations~~ under the agreement.

~~K.~~J. Duration: All insurance required by this Section must be maintained during the entire term of the A~~a~~greement, including any renewal or extension terms~~, and until all Work has been completed to the satisfaction of County~~.

IX. Records: Retention and Confidentiality

A. Examination and Retention of Records. Vendor shall maintain, and County and its representatives shall have the right to audit, examine, all books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the Work or performance of the Contract and similar materials relating to work performed for County under this Contract on file in accordance with Vendor's record retention policies ~~for at least ten (10) years following the date of final payment to Vendor by County~~. Vendor shall maintain all books, records, work papers, documents, accounting ledgers, databases in accordance with Vendor's record retention policies ~~for at least ten (10) years following the date of final payment to Vendor by County~~. All records stored on a computer database must be of a format compatible with County's. Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. ~~All original documents, including, but not limited to, reports, plans, work papers, (including electronic copies), documents, data, and records developed in connection with the services performed hereunder shall belong to and remain the property of County.~~ Vendor may retain electronic files and reproducible copies of such documents.

B. Confidential Information. Vendor acknowledges that some information which may come into its possession or knowledge in connection with the Work may consist of confidential

information of County, its elected officials, or employees, the disclosure of which to, or use by, third parties may be damaging to County, its elected officials or employees and/or may violate applicable law(s). Vendor accordingly agrees to hold all such confidential information, together with all material containing confidential information, in strictest confidence, not to make use thereof other than as reasonably necessary to perform according to this Agreement, and not to release or disclose any confidential information to any other person or entity except as may be required by law. Vendor shall inform and instruct all employees, subcontractors, or other agents or representatives of this obligation of confidentiality. Vendor shall immediately remove any of its employees, subcontractors, or other agents or representatives from performing work in connection with this Agreement upon request of notice from County that County reasonably believes such person or entity has failed to comply with the confidentiality obligations hereunder. Any employee, subcontractor, or other agent or representative so removed shall be replaced as provided for in the staffing requirements of this Agreement. For the purposes hereof, "Confidential Information" includes, without limitation, all personally identifiable data, trade secrets, copyrighted material, and other confidential and proprietary information not subject to disclosure or use, as such terms may be respectively defined in O.C.G.A. § 10-1-761, O.C.G.A. § 50-18-72, 45 CFR. §1 64.524, 45 CFR. § 84.14(d). "Confidential Information" further includes, without limitation, all employee data, personnel records, health records, physician and provider notes, medical bills, claims, and other written information of a personal nature.

C. Open Records. Vendor acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, Act, O.C.G.A. § 50-18-70 *et seq*., and anything submitted to County is subject to release as public information. If Vendor believes that part or parts of its submission may be exempted from disclosure, Vendor must specify page-by-page and line-by-line the parts of the submission, which it believes, are exempt. In addition, Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). As required by law, Vendor is responsible for protecting its trade secrets and other proprietary information.

Commented [JC23]: See UKG Affidavit

D. Request. To the extent practicable and not legally prohibited, Vendor shall promptly notify County of any request for County information including any request required by law or judicial or regulatory process or pursuant to Georgia's Open Records Act, O.C.G.A. § 50-18-70 *et seq*., prior to disclosing such information. In no case shall such notification occur more than five business days after receipt of such request.

X. Notices

A. All written notices, demands, and other papers or documents to be delivered to County or Vendor under this Contract shall be delivered personally, by prepaid registered or certified mail return receipt requested, or by overnight receipted delivery service to the following addresses:

1. If to Cobb County:

<insert department>
<insert address here>
Attention: <insert name here>

Electronic notice to: <insert email address here, or specify N/A>

Cobb County Attorney
100 Cherokee Street, Suite 350
Marietta, GA 30090

2. If to Vendor:

Vendor Name
<address>
Attention: <insert name here>

Electronic notice to: <insert email address here, or specify N/A>

B. Any subsequent changes to place or places specified above shall be designated in writing by Vendor and County to the other.

XI. Relationship of the Parties

Vendor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of County. Nothing contained in this Agreement shall be construed to make Vendor or any of its employees, servants or subcontractors an employee, servant or agent of County for any purpose. Vendor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. County will not withhold income or other taxes on the fees paid to Vendor under this Contract and Vendor shall be solely responsible for the payment of all such taxes. Vendor is not entitled to any of the benefits that County provides for County's employees. Vendor agrees to be solely responsible for its own acts and omissions and those of its subordinates, employees, subcontractors, and suppliers during the life of this Agreement. Vendor specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and County by virtue of this Agreement with Vendor. Any provisions of this Agreement that may appear to give County the right to direct Vendor as to the details of the services to be performed by Vendor or to exercise a measure of control over such services will be deemed to mean that Vendor shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform Work related to this Agreement. Inasmuch as County and Vendor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Vendor agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Vendor to do so, unless specifically authorized, in advance and in writing, to do

so, and then only for the limited purpose stated in such authorization. Vendor shall assume full liability for any contracts or agreements Vendor enters into on behalf of County without the express knowledge and prior written consent of County.

XIV. Georgia Security and Immigration Compliance Act

A. Immigration Compliance. County and Vendor agree that, to the extent applicable, compliance with the requirements of
O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services. Physical performance of services includes any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.99.

B. Vendor further agrees and represents that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02, to the extent applicable, is attested to on the executed **Exhibit "11-A" Contractor Affidavit and Agreement**, included herein by reference.

C. Vendor further agrees and represents that:

1. Vendor (and any subcontractors, regardless of tier) shall fully comply with the requirements for completing **Exhibit "11-C" Immigration Compliance Certification** and that such certification shall be received by County prior to the commencement of any work under the contract or subcontract;
2. Vendor (or any subcontractor, regardless of tier) shall notify County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
3. Vendor shall be responsible for obtaining and providing to County **Exhibit "11-B" Subcontractor Affidavit and Agreement** and **Exhibit "11-C" Immigration Compliance Certification**, each incorporated herein by reference, from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
4. County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
5. Any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract shall provide legal notice to any subcontractor of the requirements of County for immigration compliance and further provide notice that County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
6. Failure to comply with any of the requirements and procedures of County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by county or state officials upon request; and/or failure to continue to meet any of the statutory or county obligations during the life of the contract) shall constitute a material breach of the Agreement and shall entitle County to dismiss any general contractor or to

Commented [JC24]: See definition of subcontractor proposed by UKG in its General Exceptions.

require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

7. Upon notice of a material breach of these provisions, Vendor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, County shall be entitled to all available remedies, including termination of the Contract, the requirement that a subcontractor be dismissed from performing work under the Contract, and any and all damages permissible by law.

D. Immigration Compliance Certification. Prior to commencing work under any contract for the physical performance of services, to the extent applicable, Vendor shall submit a completed **Exhibit "11-C" Immigration Compliance Certification**. Prior to allowing any other subcontractor to perform work under the contract, to the extent applicable, Vendor shall obtain a completed **Exhibit "11-C" Immigration Compliance Certification** from each subcontractor (regardless of tier) and submit the same to County.

XV. Conflict of Interest Affidavit

A. Vendor agrees and shall execute **Exhibit "12" Conflict of Interest Affidavit** attesting that it shall not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation. Vendor certifies that, to the best of its knowledge, no circumstances exist that will cause a conflict of interest in performing the services required by this Agreement, that no employee of County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Vendor or his subcontractor(s) and that no person associated with Vendor or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should Vendor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Vendor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Vendor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Vendor when such services were performed while a conflict of interest existed, if Vendor had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.

B. Vendor warrants that it and its subcontractor(s) have not employed or retained any company or person, other than a bona fide employee working solely for Vendor or its subcontractor(s), to solicit or secure this Agreement and that Vendor and its subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Vendor or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

C. Vendor shall include the terms and conditions of Paragraphs A and B of this Section in all subcontractor agreements for Work to be performed under this Agreement.

XII. Miscellaneous.

A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cobb County, Georgia, and Vendor submits to the jurisdiction and venue of such court. Prior to filing any claim or action related to this Contract, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

B. Severability of Provisions. If a part or any provision of this Contract shall be deemed invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, which shall be interpreted so as to give the greatest effect possible thereto.

C. Review and Inspection of Work. Vendor shall produce progress reports or copies of any Work as performed under this Contract at any time as requested by County. Refusal by Vendor to submit progress reports shall be cause to withhold payment to Vendor until Vendor complies with County's request in this regard, or cause for termination of this Contract.

Commented [JC25]: Details of progress reports need to be mutually agreed upon

D. Assignment. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by County or Vendor without the prior, written consent of the other party.

Commented [JC26]: UKG will need the right to assign this Agreement in the event of a change of control, merger or acquisition or similar event.

E. Third Party Beneficiaries. Neither party intends to directly benefit a third party by this Contract. The parties agree that no third party shall be entitled to assert a right or claim against either of them based on this Contract.

F. Materiality. Each term of this Agreement is material, and Vendor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to ~~County~~ either party at law or in equity consistent with the terms of this Agreement.

G. Compliance with Laws. Vendor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations applicable to UKG and its operations in performing under the Contract.

H. Amendment. No modification, amendment, or alteration in the terms or conditions contained herein or in the Contract shall be effective unless contained in a written document prepared with the same formality as the Contract and agreed to by both Parties in writing.

I. Preservation of Immunities. No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. ~~Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified good faith or official immunities.~~

J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

K. Waiver. No failure by ~~County~~ either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance by ~~Vendor~~ the other party with this Agreement, and no custom or practice of

~~County~~ either party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect ~~County's~~ a party's right to demand exact and strict compliance by ~~Vendor~~ the other party with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

M. Intentionally left blank ~~Time is of The Essence. With regard to all dates and/or time periods in this Agreement or any of the documents incorporated by reference into this Agreement and/or the mutually agreed to project plan, time is of the essence.~~

N. Subcontracts. Vendor shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by County. Subcontractors must comply with the same insurance requirements as Vendor. Subcontractors must comply with the requirements of the Georgia Security and Immigration Compliance Act as set forth in this Agreement.

O. Intentionally Left blank ~~Liquidated Damages. The Parties acknowledge and agree that delays in the completion of the Work will result in damages to County and that the exact sum of such damages to County are impossible to precisely estimate and will be difficult to ascertain. If the Work is not completed in accordance with **Exhibit "1.A" Project Schedule**, then Vendor shall be required to pay County $100 per business day that the Work is delayed. The liquidated damages set forth in this section are intended to be, and the parties acknowledge and agree that (1) the liquidated damages are reasonably proportionate to and are a reasonable estimate of the probable loss that Owner is likely to incur as a result of delays, and (2) the liquidated damages are not intended to be a penalty.~~

[SIGNATURE PAGE TO FOLLOW]

Commented [JC27]: See proposed definition of "subcontractors" in UKG's General Exceptions.

Commented [JC28]: To the extent a Participating Public Agency is not subject to Georgia law, UKG assumes that when contracting with such Public Agency, provisions specific to Georgia law are deemed N/A.

IN WITNESS WHEREOF, said parties have hereunto set their seals.

Vendor	**County**
_____	_____
Name and Title	Lisa N. Cupid, Chairwoman
Vendor Name	Cobb County Board of Commissioners
_____	_____
Date	Date
SEAL	
Attest:	Attest:
_____	_____
Name and Title	Pamela L. Mabry, County Clerk
	Recommended by:
	_____
	Name and Title
	Approved as to Form
	_____
	Cobb County Attorney's Office

Exhibit "1" Invitation to Bid or Request for Proposal

Exhibit "2" Vendor's Bid or Proposal

Exhibit "3" Vendor's Price Quote

Exhibit "4" Vendor's Statement of Work

Exhibit "4-A" Project Schedule

Exhibit "5" Vendor's End User License Agreement (EULA), License, Software

Exhibit "6" Vendor's Maintenance or Support Agreement

Exhibit "7" Vendor's Service Level Agreement

Exhibit "9" Information Security

Information Security

1. General Provisions

1.1. Contractor represents and warrants that it will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations.

1.2. Contractor shall implement administrative, physical, and technical safeguards to ensure the security of Protected Information that are no less rigorous than accepted industry practices including National Institute of Standards and Technology (NIST) 800-53, Center for Internet Security (CIS) controls, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, the Information Technology Infrastructure Library (ITIL) standards, or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Protected Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

1.3. All employees and subcontractors given access to any Personally Identifiable Information (PII) ~~or Restricted or Protected Information such as information protected as or by Payment Card Industry Data Security Standard (PCI DSS), PII, Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS), etc.~~ must agree to abide by the terms of the Agreement and restrict the use of Protected Information only for subcontractor's or employees' internal business purposes and only as necessary for the execution of the Agreement.

1.4. Contractor shall maintain current supported operating system for Cobb County systems.

1.5. Contractor shall provide evidence of background check completion or verification of such security measure control through the SOC 2 Report for Core Subscription Services.

1.6. If any regulator, or any subpoena, warrant, or other court or administrative order, requires Contractor to disclose or provide County Data to a regulator or to any third party, or to respond to inquiries concerning the processing of County Data, Contractor shall promptly notify County, unless prohibited by applicable law. Following such notification, Contractor shall reasonably cooperate with County in its response, except to the extent otherwise required by applicable law.

1.7. County consents to Contractor's use of subcontractors to provide aspects of the Services and to Contractor's disclosure and provision of County Data to those subcontractors. Contractor shall be responsible for the performance of its subcontractors. Contractor shall ensure subcontractors are subject to contractual obligations which are the same as or equivalent to those imposed on Contractor with regard to the processing of County Data. Contractor shall maintain a list of its subcontractors on its company website under the Privacy page. Contractor shall inform County of any intended changes concerning the addition or replacement of any subcontractor within a reasonable time prior to implementation of such change. In the event of County objecting to such change, Contractor shall make reasonable efforts to address County's concerns ~~(including making reasonable efforts to find an alternative subcontractor)~~.

Commented [JC29]: Clarify that these laws are those applicable to UKG and its operations

Commented [TS30]: Not applicable nor in scope for the services provided.

Commented [TS31]: Customers can rely on the SOC 2 Report where our independent third-party verifies controls, such as background checking.

Commented [JC32]: If UKG is unable to address the County's concerns, the County may terminate the agreement with respect to that portion of the Services to which County objects.

1.7.1. When Contractor's or a subcontractor's personnel are providing services on County's systems or premises, Contractor shall comply and shall require its personnel and subcontractors' personnel to comply, with all applicable laws, rules, and regulations, as well as County policies and standards in effect during the performance of this Agreement, including (without limitation) County's reasonable confidentiality requirements, County's policies, standards and procedures regarding data access, security, personnel conduct, safety, and ethics, including spoken directives of County facility staff. In the event that any of Contractor's or a subcontractor's personnel do not comply with such requirements, County, in its sole reasonable discretion, may have the personnel's access revoked and/or have such personnel removed from the premises.

Commented [TS33]: While supporting the services, UKG would follow County policies while accessing customer owned systems or offices.

2. Compliance

~~2.1.~~ If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit, or other payment cardholder information, Contractor shall at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS at Contractor's sole cost and expense.

~~2.2.~~2.1. If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose protected health information, Contractor shall at all times remain in compliance with HIPAA requirements, including remaining aware at all times of changes to HIPAA and promptly implementing all procedures and practices as may be necessary to remain in compliance with HIPAA at Contractor's sole cost and expense.

~~2.2.1.~~2.1.1. Contractor agrees to execute and incorporate into this Agreement a Business Associate Agreement if and when it is necessary under HIPAA, including any regulations promulgated thereunder, including as a result of a change in the Services or the manner in which they are provided.

~~2.3.~~ If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose criminal justice information, Contractor shall at all times remain in compliance with CJIS requirements, including remaining aware at all times of changes to CJIS and promptly implementing all procedures and practices as may be necessary to remain in compliance with CJIS, including certifying staff for background check and training, at Contractor's sole cost and expense.

Commented [TS34]: Not applicable nor in scope for the services provided. UKG provides a human capital management solution, where Personally Identifiable Information ("PII"), such as name, email, address, etc. is in scope for the application.

~~2.4.~~2.2. In respect of Personal Data provided to Contractor by County in connection with the Agreement, Contractor shall comply and shall ensure that its personnel complies, with the requirements of state, federal, and national privacy laws and regulations governing such Personal Data in Contractor's possession or under its control and applicable to Contractor's provision of Services.

~~2.5.~~2.3. Contractor shall notify County, without undue delay, of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to County Data in Contractor's possession or under its control (a "Data Breach"). Each party shall reasonably cooperate with the other with respect to the investigation and resolution of any Data Breach including, in the case of Contractor, prompt provision of the following, to the extent then known to Contractor: (i) the possible cause and

consequences of the Data Breach; (ii) the categories of County Data involved; (iii) a summary of the possible consequences for the relevant users; (iv) a summary of the unauthorized recipients of County Data; and (v) the measures taken by Contractor to mitigate any damage. Upon confirmation of any vulnerability or breach of Contractor's security affecting County Data in Contractor's custody and control, Contractor shall modify its processes and security program, as necessary, to mitigate the effects of the vulnerability or breach upon such County Data.

3. Data Security

3.1. Contractor shall ensure all County Data is stored ~~remains~~ within the United States ~~and is not processed, stored, transmitted, or disposed of out of the country without the prior written authorization by County~~.

3.2. Where possible, Contractor shall remove, disable or change all default credentials prior to placing equipment into production. Removal is preferable.

3.3. Contractor shall uninstall or disable unnecessary programs and services prior to placing equipment into production. Uninstalling is preferable.

3.4. Contractor shall implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of County Data in the custody of and processed by Contractor; (ii) protect against any anticipated threats or hazards to the security or integrity of such County Data; (iii) protect against unauthorized access to or use of such County Data; and (iv) ensure that Contractor's return or disposal of such County Data is performed in a manner consistent with Contractor's obligations under items (i)-(iii).

3.5. Contractor shall store all County backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Contractor shall encrypt all County confidential data. Encryption solutions will be deployed with no less than a 128-bit encryption key using the Advanced Encryption Standard (AES). The encryption standards apply to data at rest and data in motion.

3.6. Contractor shall use Transport Layer Security (TLS) protocol TLS 1.2 or higher.

3.7. If any user requests Contractor to provide them with information relating to processing of their Personal Data, or to make changes to their Personal Data, Contractor shall promptly notify County of the request, unless otherwise required by applicable law. County may make changes to User Data using the features and functionality of the Application. Contractor shall not make changes to User Data except as agreed in writing with County. Contractor shall process County Personal Data only as necessary to provide the Services, and in accordance with County's written instructions. This Agreement and County's use of the Application's features and functionality are County's instructions to Contractor in relation to the processing of County Personal Data.

3.8. County is solely responsible for its data retention obligations with respect to County Data. County may export County Data from the Application at any time during the Agreement Term, using the Application's then existing features and functionality, at no additional charge. County may delete County Data on its Instances at any time. Contractor shall delete County's Instances (and any data remaining on such Instances) upon termination or expiration of the Agreement.

Commented [TS35]: The location where Customer data is hosted, stored, and backed up is dependent on the geographic location selected on the Order Form by the Customer. For example, if the Customer selects the United States on the Order Form, the Customer's data will be hosted, stored, and backed up within the United States.

UKG provides 24/7/365 global support to its Customers. UKG's team is comprised of variety of individuals from all over the globe. Customer Data may be accessed outside of the US by UKG personnel for the purposes of support. Access to electronically held Customer Data is granted only to authorized personnel, who are UKG employees, using the principle of least privilege role-based access model. UKG employees are provisioned the access required to perform their job responsibilities and all of activity is logged and monitored in accordance with the ISO 27001, 27017 and 27018 programs, as well as the audited controls reflected in the SOC 2 Type I and SOC 2 Type II reports.

UKG is a global company with a follow the sun support model. UKG may provide support for the services from any of its global locations, which currently consist of the US, United Kingdom, Australia, Canada, India, France, Singapore, Uruguay and Ireland. UKG may stand up additional or change locations as necessary to meet its support needs. Additionally, all support locations are vetted through our third-party risk process, and depending on the location proposed, may be evaluated by our Threat Intelligence team within Enterprise Security to determine whether the geographic location is appropriate for the support activities proposed.

UKG's Legal Privacy team evaluates any legal privacy considerations associated with a support location to ensure compliance with data protection regulations.

3.9. All rights, title, and interest in and to County Data are and shall remain the property of County. County understands that certain applications will not function absent County Data, and as such, County shall provide digital files, in the form and format and on the schedule specified by Contractor, County Data, and other information reasonably required for Contractor's performance of its obligations under the Agreement. Subject to the terms of the Agreement, County hereby grants to Contractor throughout the term of the Agreement (and after the term solely as reasonably necessary for the performance of Contractor's post-termination obligations to County) the rights to use, reproduce, store, distribute, modify, cache, and transmit County Data via the applicable Application solely to the extent necessary for Contractor to provide the Services or otherwise perform its obligations under the Agreement. Contractor shall allow access to County Data on a need to know basis using the principle of least privilege.

3.10. County Data will be and remain the property of County. Contractor may not use County Data for any purpose other than to render the Services. No County Data will be sold, assigned, leased, or otherwise disposed of to third parties or commercially exploited by or on behalf of Contractor (or any of its Subcontractors). Neither the Contractor nor any of its Subcontractors may possess or assert any lien or other right against or to County Data. Without limiting the generality of the foregoing, (a) the Contractor may use County Data only as strictly necessary to render the Services and must restrict access to such information to Contractor Personnel on a strict need-to-know basis, and (b) the Contractor will not download, copy, transmit or make available any County Data to any third party, except as expressly permitted by this Agreement.

3.11. When County Data is in the Contractor's possession or under the Contractor's control and an event occurs that prevents or hinders the access to or reliable use of such County Data, the Contractor will re-create or restore such data immediately, or in any case, as soon as reasonably practicable, to the last scheduled back-up applicable to such County Data in accordance with the Contractor's responsibilities hereunder. Any such re-creation or restoration will be at the Contractor's expense and County will not be subject to any charge in connection therewith.

~~3.12.~~ The Contractor will maintain a comprehensive Security Program in compliance with generally accepted industry standards and applicable laws~~(i) County Rules and (ii) the Federal Information Security Management Act (FISMA), 44 U.S.C. § 3541 *et seq*.~~ The content and implementation of the Security Program and associated technical, organizational, and security measures will be fully documented by the Contractor.

4. Right to Audit

4.1. Vendor shall provide County Information Security Team with the most recent Service Organization Control 2 (SOC 2) Type 2 Report upon request to assess the effectiveness of security processes by observing operations for at least three months, but preferably 6-12 months.

4.2. Contractor shall maintain compliance with industry standards and applicable governing frameworks such as Statement on Standards for Attestation Engagements (SSAE) and the International Organization for Standardization (ISO) (e.g., SSAE 16, ISO 27001, and ISO 27018) throughout the Agreement Term. Contractor shall make available to County, annually and upon request, ~~all~~ relevant information necessary to demonstrate compliance with its

Commented [JC36]: Refer to UKG's EULA for relevant provisions addressing permitted uses of County Data.

Commented [JC37]: Refer to UKG's EULA for relevant provisions addressing permitted uses of County Data.

Commented [TS38]: This is a commercial SaaS software solution. UKG's policies are designed in accordance with UKG's policies for our entire customer base. Upon request, UKG can provide the County with relevant material information through UKG's Customer Due Diligence Package, so that the County may determine whether UKG is in compliance with its policies. With respect to UKG's information security practices, UKG Pro is audited against the AICPA/SSAE 18 SOC 2 Trust Principles, and has achieved ISO 27001, 27017 & 27018 Certifications.

obligations. Contractor shall allow for and contribute to audits conducted by County, or third-party auditor mandated by County, so long as said third party auditor is acceptable to Contractor, under the following parameters:

4.2.1. County may elect to conduct an audit not more than once within any 12-month period at no cost to County. Any such audits shall be limited to a robust customer due diligence package consisting of details on Contractor's information security/risk practices and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at Contractor's corporate headquarters. In the event County requests support or information beyond the content described above, or requests ~~A~~any additional audits within the same 12-month period, then, upon County's audit request, the Parties will mutually agree on the terms of the audit plan, which~~,~~ shall include details regarding the scope, duration, and scheduling of the audit and shall be subject to a reasonable fees;

4.2.2. Third-party auditors mandated by County shall enter into confidentiality agreements with Contractor that are no less restrictive than those set out in this Agreement;

4.2.3. County provides reasonable prior notice of such request for an audit;

4.2.4. County ensures such audit shall not be unreasonably disruptive to Contractor's business; and

4.2.4.1.1. Neither County nor its auditors shall be permitted to make unaccompanied site visits or to logically access Contractor's IT systems

5. Confidential Information

5.1. Contractor's employees, agents, and subcontractors may have access to confidential data maintained by County to the extent necessary to carry out Contractor's responsibilities under the Agreement. Contractor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by County. If it is reasonably likely Contractor will have access to County's confidential information, then:

5.1.1. Contractor shall provide to County a written description of Contractor's policies and procedures to safeguard confidential information;

5.1.2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

5.1.3. Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by Contractor in connection with the performance of the Services; and

5.1.4. Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Agreement.

5.2. The private or confidential data shall remain the property of County at all times. Some services performed for County may require Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement if required, may result in termination of the Agreement.

5.3. No confidential data collected, maintained, or used in the course of performance of the Services shall be disseminated except as authorized by law and with the written consent of County, either during the period of the Agreement or thereafter. ~~Any data supplied to or created by Contractor shall be considered the property of County. Contractor shall return any and all data collected, maintained, created, or used in the course of the~~

Commented [TS39]: UKG maintains a Customer Audit Program, where we inform and provide Customers with assurances of UKG's information security and risk management practices, through our Customer Due Diligence Package, in support of Customer's due diligence efforts. Should Customer's need information beyond the Customer Due Diligence Package and reasonable access to knowledgeable personnel to discuss the controls in place, then the parties will mutually agree on an audit plan, and UKG will reasonably support the Customer in their due diligence efforts.

~~performance of the Services, in whatever form it is maintained, promptly at the request of County.~~

5.4. In the event that a subpoena or other legal process is served upon Contractor for records containing confidential information, Contractor shall promptly notify County and cooperate with County in any lawful effort to protect the confidential information.

5.5. Contractor shall immediately report to County any unauthorized disclosure of confidential information.

5.6. Contractor's confidentiality obligation under the Agreement shall survive termination of the Agreement.

6. Termination

6.1. Following the termination or expiration of this Agreement, Contractor shall offer transition assistance, which may include, to the extent practicable, an export of County Data from the applicable Application or Instance. To the extent Contractor makes available to County an Application Program Interface (API) or other means to assist with such transition, the API shall be Contractor's Confidential Information, and County is granted a personal, non-sublicensable, nonexclusive, non-transferable, limited license to use the API solely for County's internal use for exporting County's content from the existing system to the new County system. County shall not (a) copy, rent, sell, disassemble, reverse engineer, or decompile (except to the limited extent expressly authorized by applicable statutory law), modify, or alter any part of the API, or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event County breaches this Section or immediately upon notice from Contractor.

6.2. Upon termination of this Agreement and transfer of data to County, Contractor shall sanitize/erase, destroy, and render unrecoverable all County Data still in its possession and certify in writing, upon request, that these actions have been completed ~~within thirty (30) days of the termination of this Agreement and transfer of data or within seven (7) days of the request of an agent of County, whichever shall come first~~. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A (http://csrc.nist.gov/) or other generally accepted guidelines for the secure deletion of data.

6.3. ~~In order to protect the interests of the public, Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to County or another contractor. Contractor shall provide full disclosure to County and third party contractor of the equipment, Software, Licenses, and Services required to perform for County. Contractor shall transfer licenses or assign agreements for any Software or third-party services used to provide the Services to County or to another contractor.~~

Further, in the event that County has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Commented [JC40]: Refer to Effect of Termination in UKG's EULA provided as part of its response.

Commented [JC41]: See UKG EULA for "Effects of Termination" and the scope of UKG's post-termination support. All other efforts and cooperation would be subject to a mutually agreed upon Statement of Work, including any associated costs.

Commented [TS42]: The County is the controller of its data input within the application. Upon termination of the contract, the County would be provided with an access window (generally 30 days) to extract their data from the application. Once, that extraction window passes, UKG would lock the County's company records within the application, revoking the County's ability to access the environment. Following this period, UKG would delete confidential County data from the environment in accordance with generally accepted guidelines for the secure deletion and sanitization of data. Final deletion of County Data will be completed when the last backup that contained County Data is securely overwritten within the Service.

Field Code Changed

Commented [JC43]: See UKG EULA for "Effects of Termination" and the scope of UKG's post-termination support. All other efforts and cooperation would be subject to a mutually agreed upon Statement of Work, including any associated costs.

Exhibit "10-A" Change Control Definitions and Process

1. Change Control Definitions and Process

Project scope and schedule changes to **Exhibit "4" Vendor's Statement of Work** shall be addressed through this Change Control Process using **Exhibit "10-B" Change Order Form**. Any changes shall be documented, reviewed, and mutually agreed upon by the Parties. The Change Order Form shall document the scope of work and a fee. Implementation of the change shall be factored into the initial project plan and a modified completion date for the project will be detailed, if necessary. The hourly bill rate for all change orders is $_____ USD.

2. Change Control Definitions

a. **"Change Control"** describes the process for managing potential project changes.

b. **"Change Request"** is an informal request by Customer or Vendor to modify the scope, schedule, and/or budget of the Professional Services to be provided pursuant to SOW-#.

c. **"Change Order"** is a formal amendment to SOW-#.generated by Vendor signed by both parties.

3. Change Control Process

The following provides a summary of the process to follow if a change to this SOW is desired:

a. Customer or Vendor submits a written (email acceptable) Change Request including the following:
   i. change description, detailing what is to be amended from this SOW
   ii. rationale for the change
   iii. impact the change may have on the Professional Services

b. Both Customer and Vendor review the Change Request to determine the merits of the request and the impact of on the fees, schedule, scope, and other terms and conditions of the SOW that may result from the implementation of the Change Request.

c. The parties decide either to accept or to reject the change.

d. Vendor prepares a Change Order, which includes a description of the applicable changes to scope, estimated fees, planned resources, timeline, and any other terms.

e. Vendor submits Change Order to Customer for final review and approval.

f. Vendor executes the Change Order and sends to Customer.

g. Customer executes the Change Order, and if applicable, generates a purchase order associated with that Change Order.

The Professional Services described in the fully executed Change Order will be performed by Vendor as included as part of the **Exhibit "4" Vendor's Statement of Work**.

Exhibit "10-B" Change Order Form

Change Order No. X ("Change Order") by and between County and Vendor Name ("Vendor") is subject to all the terms and conditions of **Exhibit "4" Vendor's Statement of Work** ("SOW") in the Agreement between County and Vendor Name dated mm/dd/yyyy.

The Parties agree to revise the scope and budget of the SOW as follows:

1. **Change Order Summary**

   This Change Order is necessary to redefine the requirements to accommodate changes requested by the County for <insert description here>.

2. **Tasks Removed from Scope**

   The tasks below have been removed from the scope of the project:

#	Task
1	
2	
3	

3. **Tasks Added to Scope**

   The tasks below are added to the scope of the project:

#	Task
1	
2	
3	

4. **Estimated Hours**

   The Change Order represents an update to the Budgetary Guidance set forth in SOW-X as follows:

	Change Order Scope	**Estimated Time to Complete (in hours)**
1		
2		
3		

	Totals Hours:	

5. **Change Order Effect on SOW-X Scope Hours and Cost**

Original SOW Budgetary Guidance	**Original Project Scope Hours**	**Change Order #**	**Increase (Decrease) Hours**	**Increase (Decrease) Cost**	**New Project Scope Hours**	**New Project Budget**
Total Project Hours and Budget						

6. **Change Order Payment Terms**

Actual professional services under this Change Order will be billed at an hourly rate of at $xxx.xx USD and invoiced monthly with net 30 payment terms.

If no Bill Rate is provided above, billing for actual professional services under this Change Order will be agreed to by the Parties and will include:

Bill Rate

Invoice Frequency

Net Payment Terms

If travel and expenses (T&E) are expected, details are included in this formal Change Order and will be agreed to and executed between the Parties.

Exhibit "11-A" Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contactor or subcontractor will:

(1) Notify County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached **Exhibit "11-B" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "11-C" Immigration Compliance Certification** prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance for a period of five (5) years and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Allow the audit or review of records of compliance by County upon request.

_____ _____

EEV (E-Verify) Program Number EEV Program Date of Authorization

_____ _____

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

_____ _____

Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____

Commission Expires: _____

Version 09-20-2013

Exhibit "11-B" Subcontractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned subcontractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contactor or subcontractor will:

(1) Notify County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the **Exhibit "11-B" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "11-C" Immigration Compliance Certification** prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

_____	_____
EEV (E-Verify) Program Number	EEV Program Date of Authorization
_____	_____
BY: Authorized Officer or Agent [Subcontractor Name]	Subcontractor Business Name
_____	_____
Printed Name	Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____
Commission Expires: _____

Version 09-20-2013

Exhibit "11-C" Immigration Compliance Certification

EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

(To be completed by Contractor and all subcontractors prior to contract initiation, every six months after commencement of work, and at any time there is a change in personnel assigned to the Project.)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to the <…>:

_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

1. The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
2. We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
3. If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
4. I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate;
5. To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
6. If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by: **Employer Name & Address:**

_____ _____
Signature of Officer

_____ _____
Printed Name/Title

_____ _____
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____
Commission Expires: _____

Version 09-20-2013

Exhibit "12" Conflict of Interest Affidavit

As a duly authorized representative of Vendor Name ("Vendor"), I, <insert affiant's name>, <insert affiant's title>, certify that to the best of my knowledge that Vendor did not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation, that no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

_____
Signature

_____
Printed Name and Title

_____
Date

Subscribed and sworn before me
on this the ____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

APPENDIX 6 – EXHIBIT F: FEDERAL FUNDS CERTIFICATIONS

If and when federal funding is intended to be used by a Participating Public Agency, UKG will review and discuss the applicability of the various FARs to the specific transaction with such Participating Public Agency and incorporate such provisions in the contract with the Participating Public Agency as appropriate.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES LM Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In

addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public

Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify

and disclose accordingly.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES LM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES LM Initials of Authorized Representative of offeror

Offeror's Name: UKG Kronos Systems, LLC
Address, City, State, and Zip Code: 900 Chelmsford Street, Lowell, MA 01851
Phone Number: 303-956-4189
Fax Number: _____

Printed Name and Title of Authorized Representative: Linda Misegadis, Director - Public Sector
Email Address: linda.misegadis@ukg.com
Signature of Authorized Representative: _____
Date: 8/15/2025

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements

enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES LM Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
UKG Kronos Systems, LLC

Address, City, State, and Zip Code:
900 Chelmsford Street, Lowell, MA 01851

Phone Number: 303-956-4189 Fax Number: _____

Printed Name and Title of Authorized Representative:
Linda Misegadis, Director - Public Sector

Email Address:
linda.misegadis@ukg.com

Signature of Authorized Representative: _____ Date: 8/14/25

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. **CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant,

contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of

the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households –

Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or

cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, UKG Kronos Systems, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Linda Misegadis, Director - Public Sector

Name and Title of Contractor's Authorized Official

8/14/25

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which

this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: UKG Kronos Systems, LLC

Address, City, State, and Zip Code:
900 Chelmsford Street, Lowell, MA 01851

Phone Number: 303-956-4189 Fax Number: _____

Printed Name and Title of Authorized Representative:
Linda Misegadis, Director - Public Sector

Email Address: linda.misegadis@ukg.com

Signature of Authorized Representative: _____

Date: 8/15/2025

APPENDIX 7 – EXHIBIT G: NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

Exhibit G - DOC #1: Ownership Disclosure Form

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: UKG Kronos Systems LLC.

Organization Address: 900 Chelmsford Street, Lowell, MA 01851

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☑ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, o no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Kronos Acquisition LLC	UKG Kronos Systems, LLC is 100% owned by Kronos Acquisition LLC

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	John Butler	Title:	Treasurer
Signature:		Date:	August 4, 2024

Exhibit G - DOC #2: Non-Collusion Affidavit

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

Commonwealth of Virginia
~~State of New Jersey~~
~~County~~ of City of Lynchburg ss:

I, John Butler (name of affiant) residing in North Reading (name of municipality)
in the County of Middlesex and State of MA of full age,
being duly sworn according to law on my oath depose and say that:

I am Treasurer (title or position) of the firm of UKG Kronos Systems, LLC (name of firm)

_____ the bidder making this Proposal for the bid
entitled #24-6833: Human Resource Information Systems and Related Products and Services (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by UKG Kronos Systems LLC.

Subscribed and sworn to

before me this day

Signature

31st of July, 2024

John Butler
(Type or print name of affiant under signature)

Commonwealth of Virginia
Notary public of

My Commission expires 03/31/2025

(Seal)

JONATHAN EDWARD CROTSLEY
NOTARY PUBLIC
REGISTRATION # 7737033
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
03/31/2025

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Jonathan Crotsley

Exhibit G - DOC #3: Affirmative Action Affidavit

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: UKG Kronos Systemss LLC

Street: 900 Chelmsford Street

City, State, Zip Code: Lowell, MA 01851

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 29, 2024
Date

Treasurer
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

PB-AAF.1 R5/26/09

Affirmative Action Supplement

AFFRIMATIVE ACTION	**Term Contract - Advertised Bid Proposal**
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	**Bid Number:** 24-6833 **Bidder:** UKG Kronos Systems LLC

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).

☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).

☑ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 **Telephone No. (609) 292-5473**

PB-AAF,1 R5/26/09

State of New Jersey

Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED $150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY.
04-2640942	☐ 1. MFG ☑ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	14,628

4. COMPANY NAME: UKG Kronos Systems LLC

5. STREET	CITY	COUNTY	STATE	ZIP CODE
900 Chelmsford Street	Lowell	Middlesex	MA	01851

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
UKG Inc.	Lowell	MA	01851

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☑ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: One

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 9,307

10. PUBLIC AGENCY AWARDING CONTRACT	CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT* AN EEO-1 REPORT.

JOB Categories	All Employees			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				********** MALE **********					********** FEMALE **********				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	1440	733	705	24	91	0	78	491	51	89	0	54	469
Professionals	5239	2603	2625	175	472	0	321	1467	275	383	0	276	1529
Technicians	5	5	0	0	3	0	0	2	0	0	0	0	0
Sales Workers	425	263	162	3	13	0	4	224	4	12	0	6	128
Office & Clerical	1978	796	1169	108	207	0	89	343	232	275	0	104	464
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	9087	4400	4661	310	786	0	492	2527	562	759	0	440	2590
Total employment From previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	220	106	114	22	30	0	21	27	18	31	0	31	23

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?	14. IS THIS THE FIRST Employee Information Report Submitted?	15. IF NO, DATE LAST REPORT SUBMITTED
Employment Record	☐ YES ☑ NO	2/28/2023
13. DATES OF PAYROLL PERIOD USED FROM: TO: 7/23/2024		

SECTION C - SIGNATURE AND INDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
John Butler	John Butler	Treasurer	July 29, 2024

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE, AREA CODE, NO.
900 Chelmsford Street	Lowell	Middlesex	MA	01851	(978) 250-9800

I certify that the information on this form is true an correct.

Exhibit G - DOC #4: Political Contribution Disclosure Form

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	UKG Kronos Systems LLC		
Address:	900 Chelmsford Street		
City:	Lowell	State: MA	Zip: 01851

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	John Butler	Treasurer
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$
NOT APPLICABLE			

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosur
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Exhibit G - DOC #5: Stockholder Disclosure Certification

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kronos Acquisition LLC Home Address: 900 Chelmsford Street Lowell, Massachusetts 01851	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 4th day of August, 2024

(Notary Public) Jonathan Edward Crotsley

My Commission expires: 03/31/2025

(Affiant)

John Butler, Treasurer

(Print name & title of affiant)

(Corporate Seal)

JONATHAN EDWARD CROTSLEY
NOTARY PUBLIC
REGISTRATION # 7737033
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
03/31/2025

Jonathan Crotsley

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Exhibit G - DOC #6: Disclosure of Investment Activities in Iran

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24-6833: Human Resource Information Systems and Related Products and Services

VENDOR NAME: UKG Kronos Systems LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____

Duration of Engagement _____
Anticipated Cessation Date _____
Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

John C. Butler — August 1, 2024

Signature — Date

John Butler, Treasurer
Print Name and Title

DPP Rev. 12.13.2021

Exhibit G - DOC #7: Certification of Non-Involvement in Prohibited Activities in Russia/Belarus

DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[1]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	August 1, 2024
John Butler, Treasurer	Date
Print Name and Title of Vendor's Authorized Representative	04-2640942
UKG Kronos Systems LLC.	Vendor's FEIN
Vendor's Name	978-250-9800
900 Chelmsford Street	Vendor's Phone Number
Vendor's Address (Street Address)	978-367-5900
Lowell, MA 01851	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	security@ukg.com
	Vendor's Email Address

[1] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

Exhibit G - DOC #8: New Jersey Business Registration Certificate



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	UKG KRONOS SYSTEMS, LLC
Trade Name:	
Address:	297 BILLERICA RD CHELMSFORD, MA 01824-4119
Certificate Number:	0056573
Effective Date:	November 16, 1993
Date of Issuance:	February 23, 2024

For Office Use Only:

20240223105309181

Exhibit G - DOC #9: EEOAA Evidence

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/ Affirmative Action

Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302 - *Included on following pages*
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: John Butler Title: Treasurer

Signature: Date: July 29, 2024

PB-AAF.1 R5/26/09

Affirmative Action Supplement

AFFRIMATIVE ACTION	**Term Contract - Advertised Bid Proposal**
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	**Bid Number:** 24-6833 **Bidder:** UKG Kronos Systems LLC

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).

☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).

☑ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 **Telephone No. (609) 292-5473**

PB-AAF.1 R5/26/09

State of New Jersey

Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED $150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY.
04-2640942	☐ 1. MFG ☑ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	14,628

4. COMPANY NAME: UKG Kronos Systems LLC

5. STREET	CITY	COUNTY	STATE	ZIP CODE
900 Chelmsford Street	Lowell	Middlesex	MA	01851

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
UKG Inc.	Lowell	MA	01851

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☑ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: One

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 9,307

10. PUBLIC AGENCY AWARDING CONTRACT	CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT* AN EEO-1 REPORT.

JOB Categories	All Employees	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
		MALE							FEMALE				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	1440	733	705	24	91	0	78	491	51	89	0	54	469
Professionals	5239	2603	2625	175	472	0	321	1467	275	383	0	276	1529
Technicians	5	5	0	0	3	0	0	2	0	0	0	0	0
Sales Workers	425	263	162	3	13	0	4	224	4	12	0	6	128
Office & Clerical	1978	796	1169	108	207	0	89	343	232	275	0	104	464
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	9087	4400	4661	310	786	0	492	2527	562	759	0	440	2590
Total employment From previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	220	106	114	22	30	0	21	27	18	31	0	31	23

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Employment Record

13. DATES OF PAYROLL PERIOD USED FROM: TO: 7/23/2024

14. IS THIS THE FIRST Employee Information Report Submitted? ☐ YES ☑ NO

15. IF NO, DATE LAST REPORT SUBMITTED: 2/28/2023

SECTION C - SIGNATURE AND INDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
John Butler	John Butler	Treasurer	July 29, 2024

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE, AREA CODE, NO.
900 Chelmsford Street	Lowell	Middlesex	MA	01851	(978) 250-9800

I certify that the information on this form is true an correct.

Exhibit G - DOC #10: MacBride Principals Form

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Human Resource Information Systems and Related Products and Services

VENDOR NAME: UKG Kronos Systems LLC.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland, or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein, that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

John Butler
Signature

August 1, 2024
Date

John Butler, Treasurer
Print Name and Title

APPENDIX 8 – UKG ADDITIONAL AGREEMENTS

EULA Public Sector MSA

UKG Kronos Systems, LLC Commercial Terms and Conditions

These Public Sector Master Terms and Conditions (this "**Agreement**") apply to UKG Software as a Services offerings, Equipment and other related Services that are ordered from the Contractor under the Contractor Contract with the Ordering Activity. If Ordering Activity is not the United States Federal Government ("Federal") or a Federal Agency, as well as state, local, or public education entities created by the Applicable Laws (including constitution or statute) of the applicable state ("SLED"), the UKG Master Services Agreement, which is generally available at https://www.ukg.com/msa (or other such titled written or electronic agreement addressing the same subject matter) shall apply. The Agreement posted on the date Customer signs the applicable Order or Statement of Work will apply for the duration of the Order or Statement of Work; however, UKG reserves the right to change the Master Services Agreement posted on this URL from time to time, but such change will not affect then existing Orders or Statements of Work. Archived Master Services Agreements can be found at:

1. Services

1.1 Subscription Services. The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Contractor of all fees and Customer's compliance with this Agreement, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.

1.2 Support Services. UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at https://www.ukg.com/saas-support-policies-and-services. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.

1.3 Professional Services. UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.

1.4 Training Services. In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training Services outside the scope of this section shall be provided by UKG as described in the Order and Statement of Work.

2. Acknowledgements

2.1 Reservation of Rights. The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.

2.2 Use Restrictions. Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.

2.3 Customer Feedback. Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("**Feedback**"), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute,

disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

2.4 Consent to Subcontract. Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.

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

2.6 Upgrades and Modifications.

2.6.1 Upgrades. Customer acknowledges that the Subscription Services may change at any time as required by changes to normal business conditions. It is further understood by Customer that any changes to the Subscription Services will be applicable to all UKG customers utilizing the Subscription Services and such changes will not materially diminish the functionality of the Subscription Services.

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

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

2.8 Access Credentials. Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its departments or public agencies which Customer controls without requiring such department or public agency to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor. Customer authorizes UKG to provide such Customer contractors access to the Subscription Services.

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

3. Fees and Taxes

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

3.1 Fees. Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined on the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b)

minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

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

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

4. Data, Security and Privacy

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

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

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

4.4 **Data Privacy and Security.** Each Pa agree to comply with Applicable Laws in its processing of Personal Information. UKG and its subprocessors will process Personal Information in accordance with UKG's DPA (United States) located in Exhibit 2. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.

4.5 **Monitoring.** UKG may monitor and analyse the use of its Subscription Services, which may capture information concerning security and how often Customers use the application, the events that occur within the application, aggregated usage, performance data, and access locations. The Subscription Services will collect usage statistics, telemetry, and other data from Customer, such as mobile number, email address, IP address, and other unique verification identifier, for the purposes of enabling multifactor authentication; providing, operating, maintaining, customizing, and improving the Subscription Services and its security; developing new or different functionalities; and benchmarking, modelling, and training.

5. Confidentiality

5.1 **Definition. "Confidential Information"** is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.

5.2 **Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

5.3 **Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.

5.4 **Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as

stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

5.5 **Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.

5.6 **Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).

5.7 **FOIA/Public Disclosure Laws**. Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Customer may disclose such information to third parties upon written request to the extent compelled by such Applicable Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UKG's cost, if UKG wishes to limit or contest the scope of the disclosure in whole or in part.

6. Warranty

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

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

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

6.4 **Disclaimer.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).

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

7. Term and Termination

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

for the duration indicated on the Order as the Renewal Term.

7.2 Types of Termination

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

7.2.2 For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

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

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

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

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

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

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

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

8.2 Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially

reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

8.3 **Exceptions.** UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by Customer, or on behalf of Customer; (b) use other than as expressly permitte by this Agreement or by UKG in writing; or (c) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.

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

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

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

9. Limitations of Liability

9.1 **Monetary Cap.** DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

9.2 **Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.

9.3 **Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

10.1 **Jurisdiction & Dispute Resolution.** This Agreement is governed by and is to be interpreted solely in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in Boston,

Massachusetts in any dispute arising out of or relating to this Agreement. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

Federal Government Use Provision.

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

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

10.3 **UKG's Employer Obligations**. UKG is responsible for compliance with all requirements and obligations relating to its employees under all Applicable Laws including, but not limited to, employer's obligations under laws relating to: payroll, income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

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

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

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

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

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

10.9 **Force Majeure.** If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party

will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

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

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

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

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

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

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

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

11. Definitions

11.1 "**Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

11.2 **"Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.

11.3 **"Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.

11.4 **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Information.

11.5 **"Documentation"** means the written specifications for the Subscription Services or other documentation published online by UKG on its community pages, such as user manuals and administrator guides, as well as the Services Descriptions.

11.6 **"DPA"** means UKG's U.S. Data Processing Agreement included as Exhibit 2

11.6 **"Order"** means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.

11.7 **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.

11.8 **"Personal Information"** means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information"

11.9 **"Professional Services"** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.

11.10 **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.

11.11 **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offerings located at http://www.ukg.com/services-descriptions.

11.12 **"Statement of Work"** or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.

11.13 **"Subscription Services"** means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.

11.15 **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.

11.16 **"Training Services"** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

11.17 **"UKG"** means UKG Kronos Systems, LLC., a Massachusetts limited liability company with its principal place of business at 900 Chelmsford Street, Lowell, MA 01851.

Exhibit 1

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. In accordance with the Agreement, Customer agrees to use the Services in accordance with the latest version of this Policy.

1. Prohibited Use.

Customer agrees that it shall not use the Services, nor authorize, encourage, promote, facilitate or instruct others including its authorized users or Affiliates to use the Services as set forth below:

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to: • **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography. • **Harmful or Fraudulent Activities.** Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices. • **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others. • **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts. • **Harmful Content**. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.
(b) No Security Violations	Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to: • **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System. • **Interception.** Monitoring of data or traffic on a System without permission. • **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers. • **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)
(c) No Network Abuse	Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to: • **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled. • **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective. • **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	• **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers. • **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.
(d) No E-Mail or Other Message Abuse	Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

2. Monitoring and Enforcement

UKG reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. UKG may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.

Exhibit 2

US Data Protection Addendum

This United States Data Processing Addendum ("DPA") is by and between (i) the UKG entity set forth in the Order that references the UKG Master Services Agreement, or any other currently effective agreement, (the "Agreement"), ("UKG"), and (ii) the person or entity who is named on such Order on behalf of itself as customer and Customer Affiliates based in the United States ("Customer") and is an addendum to the Agreement. Customer and UKG are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, in the course of providing the Services to Customer pursuant to the Agreement, UKG may Process Personal information on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal information.

This DPA applies to the extent Customer and/or its Affiliates are subject solely to U.S. Privacy Laws. Should Customer become subject to any other privacy laws such as the EU General Data Protection Regulation, the Parties agree the processing of Personal information will be subject to UKG's international Data Protection Addendum located at https://www.ukg.com/ukg-unified-dpa unless otherwise agreed to in writing by the Parties. UKG shall comply with all U.S. Privacy Laws applicable to it as a "Service Provider" or in its role as a processor of Personal information. Customer shall comply with all U.S. Privacy Laws applicable to it as a "Business" or the controller of Personal information. Notwithstanding, UKG is not responsible for complying with U.S. Privacy Laws applicable only to Customer or Customer's industry.

1. Definitions

1.1 In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

"**Affiliates**" means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer and which are doing business in the United States. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

"Applicable Laws" means any applicable provisions of all U.S. laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party's respective business operations. UKG shall comply with all Applicable Laws applicable to UKG in its role as a Data Processor Processing Personal information. For the avoidance of doubt, UKG is not responsible for complying with Applicable Laws applicable to Customer or Customer's industry. Customer shall comply with all Applicable Laws to Customer as a Data Controller

"Core Subscription Services" means UKG Pro, UKG Pro Workforce Management, UKG Ready, and UKG Pro People Assist and UKG Pro Document Manager offerings identified in the Order.

"Data Subject" means an identified or identifiable natural person.

"**Personal Information**" means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information".

"**Processing**", "**Process**", "**Processes**" and "**Processed**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Pseudonymized Data**" means the processing of Personal information in a manner that renders the personal information no longer attributable to a specific consumer without the use of additional information, provided that the additional information is kept separately and is subject to technical and organizational measures to ensure that the personal information is not attributed to an identified or identifiable consumer.

"Services" means Core Services and any other UKG Products and Services.

"Subprocessor" means any person (including any third party and any UKG Affiliate) appointed by or on behalf of UKG to Process Personal information on behalf of Customer in connection with the Agreement, a list of which is available on ukg.com, and which is incorporated herein by reference.

"UKG Processor" means UKG or a UKG Subprocessor.

"**UKG Other Products & Services**" means Professional Services and UKG products and services other than Core Subscription Services, which are subject to the specific Supplement for UKG Other Products and Services available on ukg.com.

"**U.S. Privacy Laws**" have the same meaning as in Applicable Laws and regulations concerning the privacy and security of information reasonably identifying or linked to an individual, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the "CPRA"); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 et seq. (the "CPA") the Connecticut Data Privacy Act, Public Act No. 22-15 (the "CTDPA"); the Utah Consumer Privacy Act, Utah Code § 13-61-101 et seq. (the "UCPA "); and the Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 et seq. (the "VCDPA").

2. Processing of Customer Personal information

2.1 UKG will only Process Personal information for the purpose, and in accordance with, the relevant Customer's instructions as documented in the Agreement and this DPA, unless Processing is required by the Applicable Laws to which the relevant UKG Processor is subject, in which case UKG to the extent permitted by the Applicable Laws, will inform Customer of that legal requirement before the Processing of that Customer Personal information. Schedule 1 to this DPA sets out certain information regarding UKG's Processing of Customer Personal Data.

2.2 UKG will not: (i) Sell or Share (as both terms are defined under U.S Privacy Laws) any Personal information; (ii) retain, use, or disclose such Personal information for any purpose other than performing the Services, the business purpose stated in the Agreement or as otherwise permitted by the U.S. Privacy Laws; (iii) retain, use, or disclose the Personal information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; (iv) retain, use, or disclose Personal information outside of the direct business relationship between Customer and UKG unless otherwise permitted under the Agreement; (v) combine Personal information UKG receives from, or on behalf of, Customer with personal information that it receives from, or on behalf of, another person or persons or collects from its own interaction with a consumer, provided that UKG may combine personal information to perform the Services or as set forth in the Agreement. UKG shall notify Customer if it makes a determination that it can no longer meet its obligations under U.S Privacy Laws and Customer may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal information. Customer may take reasonable and appropriate steps to ensure UKG uses Personal information collected pursuant to the Agreement and this DPA in a manner consistent with Customer's obligations under U.S Privacy Laws.

2.3 Customer hereby (i) instructs UKG (and authorizes UKG to instruct each Subprocessor) to (a) Process Personal information; and (b) in particular, transfer Personal information to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement, (ii) warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in this section on behalf of each relevant Customer Affiliate; and (iii) warrants and represents that it has all necessary rights in relation to the Personal information and/or has collected all necessary consents from Data Subjects to Process Personal information to the extent required by Applicable Law.

3. UKG Personnel

UKG will take steps to ensure that access to Personal information is limited to those individuals who: (a) need to know or access the relevant Personal information as necessary for the purposes of providing the Services under the Agreement or to comply with Applicable Laws in the context of that individual's duties to UKG; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

UKG shall implement reasonable and appropriate safeguards to protect Personal information as set forth in Schedule 2 to this DPA and incorporated by this reference.

5. Subprocessing

5.1 Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 7, including without limitation those Subprocessors provided herein and any new Subprocessors. Subprocessors used for UKG Other Products and Services may be listed under each applicable Services Description or Order Form or in an addendum to this DPA.

5.2 UKG will provide Customer with a mechanism to obtain notification of the appointment of any new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor at least thirty (30) days before said Subprocessor carries out Processing activities on Customer Personal information on behalf of Customer. Customer may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection by email to

privacy@ukg.com to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal information or is otherwise unable to reasonably address 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 Subprocessor and is not a termination for cause. UKG will cease providing the impacted services thirty (30) days following the notice of termination.

5.3 With respect to each Subprocessor, UKG will verify that the arrangement between UKG and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Customer Personal information as those set out in this DPA.

6. Data Subject Requests

6.1 If Customer receives a request from a Data Subject related to Personal information Processed by UKG, Customer can either: (a) retrieve the information necessary to fulfill the request from the Services; or (b) to the extent such information is not available to Customer through the Services, UKG will reasonably assist Customer in fulfilling the request upon written request.

6.2 If UKG receives a request from a Data Subject related to Personal information Processed by UKG , UKG will promptly redirect the Data Subject to its Customer and not respond to the request except on the documented instructions of Customer or as required by Applicable Laws to which UKG is subject, in which case UKG, to the extent permitted by the Applicable Laws, shall inform Customer of that legal requirement before UKG responds to the Data Subject request.

7. Personal information Breach

7.1 UKG will notify Customer without undue delay and in accordance with U.S. Privacy Laws upon UKG or any Subprocessor becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal information transmitted, stored or otherwise processed by UKG ("**Personal information Breach**") affecting Personal information, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal information Breach under the U.S. Privacy Laws.

7.2 In the event of a Personal information Breach, the Parties will reasonably cooperate with each other, and UKG shall take commercially reasonable steps to keep Customer informed as to the investigation, mitigation, and remediation of any such Personal information Breach.

7.3 Except as may be required by Applicable Laws, UKG will not notify Customer's affected Data Subjects about a Personal information Breach without Customer's prior written consent.

8. Deletion or Return of Customer Personal information

8.1 Subject to Sections 9.2 and 9.3, following the latter of either (i) termination or expiration of the Agreement or (ii) cessation of the Processing of Customer Personal information, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal information that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

8.2 Notwithstanding Section 9.1 above, each UKG Processor may retain Personal information to the extent and for such period as required by Applicable Laws, provided that UKG will ensure the confidentiality of all such Personal information and will ensure that such Personal information is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage.

8.3 Upon receipt of written request from Customer, UKG will provide written certification to Customer that it has complied with this Section 9.

9. Audit rights

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for any and all acts or omissions of any such third party. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG' information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report for Core Subscription Services, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and

scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

10. Law Enforcement Requests

UKG agrees to notify Customer of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over UKG for disclosure of Customer Personal information processed under this DPA ("Disclosure Request") to the extent permitted by applicable law. UKG shall not respond to Disclosure Requests without notifying Customer and receiving written authorization from Customer to respond to such Disclosure Request, except as required under Applicable Laws or order of court or governmental authority with competent authority and jurisdiction over same.

11. General Terms

11.1 DPA Priority. Nothing in this DPA reduces UKG's obligations under the Agreement in relation to the protection of Personal information or permits UKG to Process (or permit the Processing of) Personal information in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

11.2 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

11.3 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained there.

11.4 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Customer Personal Data, including without limitation, any terms that may be imposed upon UKG by means of any "click-through", forms, applications, or any other terms and conditions which are presented to UKG in the course of UKG's engagement with Customer.

Schedule 1: Details of Processing of Customer Personal Data

This Schedule 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Customer Personal Data

Provision of the Services are set out in the Agreement and this DPA, where UKG acts as a data processor, and for business operations, as an independent controller.

UKG will use and otherwise process Customer Data only as described and subject to the limitations provided below (a) to provide Customer the Services in accordance with Customer's documented instructions and (b) for business operations incident to providing the Services to Customer.

Processing to Provide Customer the Services

For purposes of this DPA, "to provide" a Service consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Keeping Services up to date and operational, and enhancing user productivity, reliability, efficacy, quality, and security.

When providing Services, UKG will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar business purposes, or (c) sell or share Personal Data.

Processing for Business Operations Incident to Providing the Services to Customer

For purposes of this DPA, "business operations" means the processing operations authorized by Customer in this section.
Customer authorizes UKG:

- to create aggregated statistical, non-personal data from data containing Pseudonymized identifiers (such as usage logs containing unique, Pseudonymized identifiers);
- to calculate statistics related to Customer Data; and
- to de-identify Customer Data to enhance and create new functionalities.
- in each case limited to to providing the Services, such as billing and account management; internal reporting and business modeling, and product strategy; and enhancing Customer's experience.

When processing for these incident business operations, UKG will apply principles of data minimization, confidentiality and will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, (c) any other purpose, other than for the purposes set out in this section or (d) Sell or Share Personal Data.

The types of Customer Personal Data to be Processed

All Customer Personal Data required by UKG to correctly provide the Services to Customer pursuant to the Agreement which may include, without limitation: employee first and last name, employee ID number, department code, badge number, job title, absence information, identification and contact information of Customer data subjects, employment and education details of Customer data subjects, other information that Customer may collect in order to pay and manage its workforce.

The categories of Data Subject to whom the Customer Personal Data relates

Customer's employees, contractors, and job applicants.

=Privacy related contact:
UKG: privacy@ukg.com
Customer: As specified in this DPA, in the Order Form or in the Statement of Work

Schedule 2: Technical and Organizational Measures

The following Technical and Organizational Measures are applicable to UKG Core Subscription Services. The specific Supplement for UKG Other Products and Services to this DPA is applicable to any UKG Other Products & Services.

1. ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Customer upon request. UKG shall ensure the data center carries out its own SOC 2 audits and provide such reports to Customer upon request.

2. ISO 27000 Series Audits: UKG shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the UKG Services. UKG shall also ensure the datacenter used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, UKG shall provide the certificates to Customer.

3. Entity Controls: Consistent with UKG's obligation to maintain its compliance programs as described above, UKG shall continuously carry out the following security measures:

a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.

b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG's Code of Conduct upon hire.

c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.

d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.

e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.

f) Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.

4. Application and Network Controls:

a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG's systems used in the provision of the Services shall be monitored.

b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.

c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.

d) Secure Coding Practices: UKG developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.

e) Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

f) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.

g) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

h) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

i) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.

j) Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.

k) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.

l) Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, UKG will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.

m) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.

n) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.

5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

6. Incident Response and Notification:

a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal information has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Laws.

b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.

7. Disaster Recovery: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.

8. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG's declaration of disaster, UKG shall implement said plan to return the Services to operation. UKG shall annually test and review its business continuity plan and update as necessary.

Exhibit 3

EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/ or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

1. Definitions.

In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

"Depot Exchange Service" means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

"Depot Repair Service" means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

"Equipment" mean UKG equipment such as time clocks, that are included on the Order.

"Equipment Description" means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

"Equipment Documentation" means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at https://www.ukg.com/support.

"Equipment Support Services" means Equipment maintenance and support services option stated on the Order.

2. Purchase or Rental Equipment. Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit 3-A applies, and if Customer rents Equipment, Exhibit 3-B applies.

3. Payment and Invoicing. The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.

4. Shipping and Title.

4.1 Shipping. UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

4.2 Shipments to United States Destinations. All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

4.3 Shipments to Destinations Outside of the United States. Shipments to Customer destinations located in countries where UKG or one of its affiliates has an office are DDP (Delivered Duty Paid), and UKG is responsible for all duties and Value Added Taxes (VAT). Shipments to Customer destinations located in countries where UKG or one of its affiliates does not have an office are DAP (Delivered At Place), and Customer is responsible for import clearance, all duties and VAT. Shipments to UKG from a Customer location outside of the United States are DDP, and Customer is responsible for all duties and VAT. For the initial shipment of purchased Equipment to Customer outside of the United States, title of the Equipment passes to Customer upon delivery to the identified destination.

4.4 Title. Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

5. Customer Responsibilities.

5.1 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged

to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

5.2 Returning Equipment. When returning Equipment as permitted by the Addendum, Customer shall (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

5.3 Restrictions. In addition to the Use Restrictions set out in Section 2.2 of the Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

6. Support Services.

6.1 Description. UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

6.2. Support Process.

(a) Troubleshooting and return. In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer shall notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

(b) Additional terms for Depot Exchange Service. UKG will replace Equipment subject to Section 6.2(a). UKG will ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer shall package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

(c) Additional terms for Depot Repair Service. Subject to Section 6.2(a), Customer shall ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

(d) Device Software Maintenance. If Customer has active Device Software Maintenance, UKG will provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services**.**

(e) Per-event Repair Service. Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer shall ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

6.3 Spare Equipment. For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

6.4 Exclusions. UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

(a) Any cause external to the Equipment including, but not limited to Force Majeure causes;

(b) Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;

(c) Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;

(d) Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;

(e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or

(f) Customer's repair, attempted repair or modification of the Equipment.

7. Export. Section 10.3 of the Agreement shall apply to the provision and use of Equipment under this Addendum.

8. Warranties.

8.1 Equipment Support Services. UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

8.2 Equipment Service Packs. UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conforms to the Equipment Documentation.

8.3 Remedies. To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

8.4 Disclaimer. Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

8.5 Customer Warranty. Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

9. Limitation of Liability.

9.1 Monetary Cap. THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

10.1 FS/FR Warranty. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to utilize finger scan and/or facial recognition technology or not, and to provide these technology options to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including undertaking a legitimate interest assessment, where required). If required by law, Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial

recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.

10.2 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, 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 EQUIPMENT 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.

Exhibit 3-A

Purchased Equipment Description

This Purchase Equipment Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

1. Definitions.

In this Exhibit 3-A, capitalized terms shall have the meanings set out below:

"Initial Term" – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

"Renewal Term" – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

"Term" – means the Initial Term and any Renewal Terms, together.

2. Invoicing of Purchased Equipment and Support Services. UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

3. Renewal and Termination.

3.1 Upon expiry of the Initial Term, the term of the Equipment Support Services will renew for successive Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for Equipment Support Services may change on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

4. Support Services.

4.1 Option. Customer may purchase the following Equipment Support Services packages:

(a) Depot Exchange Service;

(b) Depot Repair Service; or

(c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of the Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG's per-event rates will apply.

4.2 Term. Unless expressly agreed by the Parties in writing, the Initial Term and each Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Renewal Term commencing on the expiry of the Initial Term or the previous Renewal Term.

5. Warranty. Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG's entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five (5) year period.

Exhibit 3-B

Equipment Rental Description

This Equipment Rental Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

1. Definitions.

In this Exhibit 3-B, capitalized terms shall have the meanings set out below:

"Billing Start Date" – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

"Billing Frequency" – means the invoice frequency of Equipment Rental Fees, as set forth on the Order.

"**Equipment Rental Fees**"– means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

"Initial Term" – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

"Renewal Term" – means the renewal billing term of the rented Equipment as set forth on the Order.

"Term" – means the Initial Term and any Renewal Terms, together.

2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

3. Renewal and Return

3.1 On expiry of the Initial Term and expiry of each Renewal Term, each as indicated on the Order, the Term of the rented Equipment will automatically renew for the duration indicated on the Order as the Renewal Term unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

3.3 Within thirty (30) days of the date of termination or expiration of the Term, Customer shall, at Customer's expense, return all rented Equipment to UKG in the same condition as it was in when originally received by Customer, reasonable wear and tear excepted. Customer shall pay UKG the then-current list price of any rented Equipment that Customer fails to return as required under this Addendum.

4. **Ownership.** Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer shall not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer shall not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

5. **Support Services.** The Depot Exchange Service applies to all rented Equipment at no additional cost.

6. **Warranty.** Unless otherwise expressly agreed in writing, rented Equipment is provided "AS IS" with all faults UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.

UKG Perpetual Software Terms and Conditions Contract

UKG PERPETUAL SOFTWARE COMMERCIAL TERMS AND CONDITIONS (2024.08.02)

UKG TERMS

A PARTICIPATING PUBLIC AGENCY ("CUSTOMER"), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH UKG Kronos Systems LLC ("UKG"), AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR PERPETUAL SOFTWARE LICENSE, SOFTWARE SUPPORT SERVICES AND RELATED PROFESIONAL SERVICES OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: **GENERAL TERMS AND CONDITIONS. This Section apply for all transactions.**

SECTION B: **TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES. This Section apply for all transactions except Workforce Ready and the Workforce Central SaaS offering (not including the professional and educational services governed by this Section).**

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS
These terms and conditions apply to each order accepted by UKG Kronos Systems LLC ("UKG") from an eligible Participating Public Agency ("Customer") for all Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition and Section B shall apply to the Software licenses and purchased Equipment, support services, and professional and educational services.

All orders are subject to the approval of UKG. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

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

3. EXPORT
Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain UKG prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION
"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be UKG' Confidential Information and trade secret. 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 (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. 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 who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), 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 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES
If Customer presents to UKG a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement , as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by UKG, exclusive of taxes based on UKG net income or business privilege.

6. TRAVEL EXPENSES
Customer agrees to reimburse UKG for all pre-approved, reasonable and necessary travel incurred by UKG in the performance of its obligations under this Agreement provided that such travel complies with the then current UKG Travel and Expense Policies (such policies are available upon request) or such other mutually agreed policies or mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by UKG in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by UKG for such travel expenses and payment thereof shall be due net 30.

7. GENERAL
(a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
(b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of UKG and any purported assignment, without such consent, shall be void.
(c) 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").
(d) All notices given under this 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.
(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and 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 product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any 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 Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is UKG Incorporated, 297 Billerica Road, Chelmsford, MA.
(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.
(j) Customer may pay an invoice by credit card if the amount is not greater than $50,000.00.
(k) UKG agrees to comply with any applicable federal, state and local laws and regulations.
(l) Additionally, UKG agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES

This Section B applies to Software licensed, Equipment purchased, support services for Software and Equipment, and educational and professional services, when such items are identified on the Order which expressly references this Agreement.

1. PAYMENT AND DELIVERY
Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). UKG will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered.

2. GENERAL LICENSE TERMS
UKG owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without UKG' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. UKG grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by UKG by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from UKG. Upon such termination of this license by UKG, Customer will have no further right to use the Software and will return the Software media to UKG and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Section B.

3. FEE BASED LIMITATIONS
Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features

permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (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 Software without the express prior written consent of UKG.

4. OBJECT CODE ONLY
Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section B. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

5. PERMITTED COPIES
Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the UKG iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES
In the event that UKG supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. ACCEPTANCE
For Customer's initial purchase of each Equipment and Software product UKG shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the UKG published electronic documentation, ("Specifications").
The Test Period shall be for 30 days. If Customer has not given UKG a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, UKG shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or UKG may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to UKG, and UKG shall refund any monies paid by Customer to UKG for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

8. LIMITED WARRANTY
UKG warrants that all UKG Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's remedy shall be UKG' repair or replacement of the deficient Equipment and/or Software media, at UKG' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:
(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including 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 Specifications; or
(c) malfunctions resulting from the use of badges or supplies not approved by UKG.

When using and applying the information generated by UKG products, Customer is responsible for ensuring that Customer complies with requirements of federal and state law where applicable. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon UKG, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

9. PROFESSIONAL AND EDUCATIONAL SERVICES
(a) ENGAGEMENTS
Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis and described in a statement of work. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and UKG' resource scheduling purposes. After the dollar limit is expended, UKG will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by both parties.

(b) WARRANTY
UKG warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that UKG breaches this warranty, and Customer so notifies UKG within 30 days of receipt of invoice for the applicable services, the Customer's remedy and UKG' liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(c) UKG PROFESSIONAL/EDUCATIONAL SERVICES POLICIES
UKG' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW.

10. SOFTWARE SUPPORT SERVICES

The following terms and conditions shall govern the Software support services provided by UKG to Customer.

10.1 SUPPORT OPTIONS
Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the UKG Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

10.2 TERM OF SOFTWARE SUPPORT
Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service may be renewed for additional one (1) year terms on the anniversary date of its commencement date by mutual written agreement of the parties or by UKG sending Customer an invoice for the applicable renewal term and Customer paying such invoice prior to the commencement of such renewal term. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by UKG with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

10.3 GOLD SERVICE OFFERINGS
Customer shall be entitled to receive:

(i) Updates for the Software (not including any Software for which UKG charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by UKG. If Customer requests UKG to install such Updates or to provide retraining, Customer agrees to pay UKG for such installation or retraining at UKG' pricing set forth in this Agreement.

(ii) Telephone and/or electronic access to the UKG Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding UKG holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to UKG knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by UKG. Current offerings can be found at https://www.ukg.com/support-policies-and-services .

(iv) Web-based remote diagnostic technical assistance which may be utilized by UKG to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by UKG such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:
Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, UKG Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG product training for the Software covered under this Section B at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, UKG shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software.

10.5 PAYMENT
Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice

10.6 ADDITION OF SOFTWARE
Additional Software purchased by Customer as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to the Support Services at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition as per the Order.

10.7 RESPONSIBILITIES OF CUSTOMER
Customer agrees (i) to provide UKG personnel with full, free and safe access to Software for purposes of support, including use of UKG' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than UKG without prior written authorization from UKG. Failure to utilize UKG' remote access technology may delay UKG' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by UKG, then Customer must purchase the Plus option to receive support and provide UKG personnel with full, free and safe access to the remote access hardware and/or software.

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10.8 DEFAULT
Customer shall have the right to terminate UKG support services in the event that UKG is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, UKG shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. UKG reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with UKG and such default is

not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

10.9 WARRANTY
UKG warrants that all support services shall be performed in a professional and competent manner.

11. UKG SUPPORT SERVICE POLICIES
UKG' then-current Support Services Policies shall apply to all Support Services purchased 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.

12. TRAINING POINTS
Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led session, information is available upon request and each session has the Training Points value indicated. Training Points are invoiced when used by the Customer. Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other UKG products and/or services.

13. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:
The parties hereby agree that the following terms shall apply to Customer's purchase of the UKG KnowledgePass Education Subscription only, if specified on the Order Form:

Scope: The KnowledgePass Education Subscription is available to customers who are licensing UKG' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with UKG. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by UKG (the "KnowledgePass Content"), including:

Product and upgrade information for project teams and end users
Hands-on interactive instruction on common tasks
Self-paced tutorials covering a range of topics
Job aids
Knowledge assessment and reporting tools to measure progress
Webinars

Term of Subscription: The annual KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. UKG will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

The KnowledgePass Subscription is available when the Customer subscribe on annual basis.

Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by UKG. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the 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.

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

14. INDEMNIFICATION
UKG agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by UKG, provided that: i) UKG is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with UKG in connection with the foregoing and provides UKG with all information in Customer's possession related to such claim and any further assistance as reasonably requested by UKG. UKG will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by UKG. Should any or all of the Software as delivered and maintained by UKG become, or in UKG' reasonable opinion be likely to become, the subject of any such claim, UKG may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to UKG for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, UKG agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

15. LIMITATION OF LIABILITY
CUSTOMER'S EXCLUSIVE REMEDIES AND UKG' SOLE LIABILITY FOR ANY UKG BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR i) UKG' INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; (II) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE

OTHER PARTY'S EMPLOYEES, IN NO EVENT SHALL UKG' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL UKG OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

16. TERMINATION OF ORDER FORM OR SOW

(a) Termination for breach. For any breach of this Agreement by UKG in relation with that Customer which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this the Order Form or applicable SOW upon thirty (30) days prior written notice to UKG, provided UKG has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity subject to the terms of this Agreement.

(b) Termination for non-appropriation of funds. Should the funding for the services ordered by Customer be discontinued, Customer shall have the right to terminate the Order Form relating to such services ordered upon a 30 days written advance notice to UKG. In such event, the Customer agrees to pay for the products delivered and the services performed under the terms of the Agreement prior to the receipt by UKG of the termination notice.

APPENDIX 9 – THIRD PARTY TERMS AND CONDITIONS

BSI End User License Agreement (Workforce Central and UKG Pro Workforce Management)

End User License Agreement for BSI On-Demand Service

1. Sublicense. Subject to the terms and conditions of this End User License Agreement, UKG Kronos Systems, LLC ("Kronos") grants Customer the non-exclusive and non-transferrable right to access and use the On-Demand Service(s) set forth on the applicable Order Form, as made available to Kronos through its third party licensor Business Software, Inc. ("BSI"), in conjunction with Customer's licensed use of Kronos' software ("Software"). This Sublicense includes Customer's right to use all applicable user documentation made available to Kronos by BSI for such On-Demand Service(s). Customer acknowledges and agrees that BSI is the exclusive provider of the On-Demand Service(s) and is a third party beneficiary of this Sublicense Agreement. Customer agrees that Kronos or BSI may directly enforce all such terms and conditions herein against Customer as if Customer had entered into such Sublicense Agreement with BSI. This Sublicense Agreement is revocable based on Customer breach, and Kronos or BSI shall be entitled to injunctive relief, upon the breach of any material term, condition or obligation set forth therein.

Notwithstanding anything to the contrary set forth herein, the parties agree that Customer may allow its Affiliates to access and use the On-Demand Service(s) to be provided hereunder, solely for the internal business purposes of processing, reporting and filing Customer's and its Affiliates' data and for no other purpose whatsoever; provided that each such Affiliate is contractually bound by the terms and conditions of this Agreement and Customer ensures that each such Affiliate complies therewith. Customer assumes full responsibility and liability for any actions or omissions on the part of its Affiliates. Moreover, Customer agrees to defend, indemnify and hold Kronos and its third party licensor, BSI, harmless from any claims, losses, actions or damages relating to or arising from the use of the On-Demand Service(s) by such Affiliates.

2. Term and Termination. The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos' receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date") and shall continue for a minimum of one (1) year and shall be automatically renewable except in the event that either party provides written notice of non-renewal within sixty (60) days of the anniversary date of the present term. This Agreement is coterminous with, and will automatically terminate upon, the termination or expiration for any reason of, the license granted to Customer to access and use the Software. Kronos may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the Customer if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 1, 4, 8-10 of this Agreement. 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, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request 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.

If the Agreement is terminated for any reason:
(a) Customer shall pay Kronos within thirty (30) days all fees accrued for the Services prior to the date of termination; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect; (c) Within fifteen (15) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws. After such time period, Kronos shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos,

these services may be contracted from Kronos at Kronos' then published rates. (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, upon prior written approval of Kronos, provide Kronos with an officer's certification of the destruction thereof; and (e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. Fees. In consideration of the delivery of the Services, Customer shall pay Kronos the Monthly Service Fees, the Training Fees and any additional one time or recurring fees relating to the On-Demand Services as set forth on the Order Form. All fees payable for the Services shall be sent to the attention of Kronos as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege. If any amount owing under this or any other agreement for Services is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services. After the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, Kronos may change the Monthly Service Fee rates no more frequently than once per calendar year by notifying Customer in writing at least sixty (60) days prior to the effective date of such rate increase.

4. Sublicense Restrictions. Customer acknowledges and agrees that the right to use the On-Demand Service(s) 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 Authorized Users as described on the Order Form. Customer may not license, relicense or sublicense the On-Demand Services, or otherwise permit use of the On-Demand 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 Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. Customer may only allow its Authorized Users to access and use the On-Demand Service(s) in conjunction with Kronos' Software and only for Customer's internal business purposes of processing, reporting and filing Customer's data and for no other purpose whatsoever. Customer acknowledges and agrees that Kronos or BSI may suspend access to an On-Demand Service, at any time, if Kronos or BSI believes (a) the use of same represents a threat to BSI's or its third party providers' network function or integrity; (b) for online service maintenance; (c) for non-payment; or (d) if required by law.

5. Customer Data. Customer shall own all Customer Data and posts or other inputs into the On-Demand Services by Customer or others acting on behalf of or through Customer. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer hereby grants Kronos and BSI and those third party providers used by Kronos or BSI in the provision of the On-Demand Services, the non-exclusive, worldwide right to access, use, copy, transmit, process and display Customer Data, solely to facilitate the provision, operation and support of an On-Demand Service. Customer acknowledges and agrees that Customer Data may be transferred for such purposes outside of the country or other jurisdiction where such Customer is located.

6. Customer Obligations. Customer accepts sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer shall provide and maintain its own

Internet access and all necessary telecommunications equipment, software and other materials at its location necessary to access and use an On-Demand Service.

7. Kronos Obligations. Kronos shall use commercially reasonable, industry standard, efforts to make each On-Demand Service available and accessible to Authorized Users of a Customer and, provided Customer adheres to the support procedures described in Exhibit 1 hereto, apply any maintenance support to an On-Demand Service (including but not limited to updates and changes) at no charge to Customer as such maintenance support is made available by BSI to Kronos. Customer agrees that Kronos may install such updates automatically as part of the On-Demand Service. Customer acknowledges and agrees that from time to time an On-Demand Service may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"), malfunctions in an On-Demand Service and causes beyond the control of, or not reasonably foreseeable by, BSI or its third party providers, including acts of God, acts of government, acts of terror, strikes or other labor problems, the interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). BSI shall provide at least twenty-four (24) hours advance notice to customer and Customers in the event of any Scheduled Downtime. Training shall be available for Customers' Authorized Users in the capabilities and use of the On-Demand Service(s) based on BSI's then current rates and terms therefor. Confidentiality. Each Party acknowledges that it may have access to, or receive, information or material of the other, related to, among other things, such Party's business, products, support or services, that is (i) confidential or proprietary or of value to such other Party; or (ii) a trade secret of such Party, deriving economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use (collectively "Proprietary Information"). BSI's Proprietary Information includes, but is not limited to, its documentation, formulas, methods, know-how, processes, designs, products, proposed products, training methodology, training materials, information disclosed during training, services, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, the On-Demand Services, the Access Protocols, Support, Vendor Support, information located in the secured portions of BSI's website, the terms and pricing under this Agreement and all information related to the foregoing. Except as otherwise provided herein, each Party covenants that it will not reveal, disclose, or make available, in any manner or form, any portion of the other Party's Proprietary Information, or any information related thereto, to any person, other than its employees, agents, contractors and advisors, but only if (i) such disclosure is on a need-to-know and confidential basis; and (ii) the recipient of such disclosure is (a) not a Direct Competitor of the other Party; and (b) is located in the United States of America. In connection with the foregoing, each Party shall ensure, via lawfully binding written contract, that any person to whom it is permitted to disclose, reveal, deliver, assign or transfer any portion of the other Party's Proprietary Information agrees to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth herein, and each Party agrees to be responsible to the other for any breach of said obligations by the recipient of such Party's disclosure. The foregoing obligations will not apply if and to the extent that: (i) the information was already known to the non-disclosing Party ("Recipient"), without obligation to keep it confidential, as evidenced by such Party's own written records created prior to its receipt of the information from the disclosing Party ("Owner"); (ii) the information was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Recipient without use of any Proprietary Information received from Owner; (iv) the information was or becomes publicly known other than by a breach of this Agreement or other action by Recipient; (v) the information was approved for disclosure by written agreement of the Parties after its disclosure to Recipient; or (vi) the information is disclosed by Recipient pursuant to a requirement of a governmental

agency or by operation of law, but only if Recipient has first exhausted all reasonable legal remedies for maintaining the confidentiality and non-disclosure of such information, which will include giving Owner as much advance notice of the possibility of such disclosure as practical so that the Owner may also attempt to stop such disclosure or obtain a protective order concerning such disclosure. If such a protective order or other remedy for maintaining the confidentiality of Owner's Proprietary Information is not obtained, or if Owner waives compliance with the provisions hereof, Recipient agrees to disclose only that portion of Owner's Proprietary Information which Recipient is advised by opinion of legal counsel is legally required to be disclosed.

8. Customer Representations and Warranties. Customer represents and warrants that it shall not: (i) make an On-Demand Service available to anyone other than an Authorized User; (ii) license, sell, rent, lease, transfer, assign, distribute, host, outsource, or otherwise commercially exploit, an On-Demand Service; (iii) use an On-Demand Service in a manner that could harm or impair another's use of, or in an attempt to gain unauthorized access to, any service, data, account or network; (iv) use any automated process or service to access or use an On-Demand Service, such as a BOT, spider or periodic caching of information stored by BSI, or falsify any e-mail header information when using an On-Demand Service; (v) remove, modify or tamper with any regulatory or legal notice or link that is incorporated into an On-Demand Service; (vi) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of an On-Demand Service or access or use an On-Demand Service in order to directly or indirectly support, maintain, enhance, improve, modify or develop a similar or competitive product, service or offering; (vii) copy, reproduce, republish, download, post or transmit, by any form or means, any part of an On-Demand Service; (viii) access, read, view, extract, add to, delete, mine or modify any data made available by BSI and set forth in any database contained in an On-Demand Service; (ix) transmit, re-transmit or store materials on or through an On-Demand Service that are harmful to any portion of such On-Demand Service or in violation of any applicable laws or regulations, including, without limitation, laws relating to infringement of intellectual property and the proprietary rights of others; (x) utilize less than industry standard security measures, including, at a minimum, and, without limitation, maintenance of firewalls, intrusion prevention systems and other standard technological protections, to restrict any person other than an Authorized User from accessing an On-Demand Service; or (xi) fail to comply with any applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of an On-Demand Service, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which the On-Demand Service is controlled, operated or provided.

9. Infringement. If a third party makes a claim against Customer that an On-Demand Service directly infringes any United States patent or copyright or trademark ("IP Claim"), Kronos will defend Customer against the IP Claim and pay any and all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by BSI directly arising out of such IP Claim; provided that: (i) Customer promptly asserts a claim or demand in writing for defense and indemnification to Kronos no later than ten (10) days after Customer's receipt of notification of a potential claim; (ii) Kronos may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides Kronos with the assistance, information and authority necessary to defend, respond, investigate and/or resolve such claim. However, to the extent that an IP Claim arises from Kronos' or BSI's adherence to Customer's express instructions or from any materials provided to Kronos or BSI by Customer, Customer shall indemnify and defend Kronos against any and all losses, damages, liabilities, fines, penalties, and expenses (including reasonable legal fees) resulting directly therefrom. Notwithstanding the foregoing, neither Kronos nor BSI will have any

liability for any claim of infringement based on the combination of an On-Demand Service (or any part thereof) with products, systems or services not provided by Kronos or BSI; the modification of an On-Demand Service (or any part thereof) by any person other than Kronos or BSI or, even if by Kronos or BSI, in order to comply with or base them upon: (1) designs provided by or at the direction of Customer; or (2) specifications or other information provided by or at the direction of Customer; or use of an On-Demand Service (or any part thereof) in a manner not permitted or contemplated hereunder or in contravention of any law, rule or regulation or any obligation of Customer to Kronos. If, due to an IP Claim or the threat of an IP Claim, (i) an On-Demand Service (or part thereof) is held by a court of competent jurisdiction, or in Kronos' reasonable judgment may be held, to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using any part of an On-Demand Service, or in Kronos' reasonable judgment Customer may receive such an order, Kronos will, in its reasonable judgment, and at its expense, (a) procure for Customer the right to continue using such On-Demand Service (or part thereof) or (b) replace or modify such On-Demand Service (or part thereof) to make it noninfringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that Kronos believes to be commercially reasonable, then Kronos may terminate this Agreement. This Section states Kronos' entire liability and Customer's exclusive remedy for any claim of infringement.

Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "Kronos Indemnified Parties") harmless, from and against any and all Claims arising out of: (a) Customer's use of the Services or that of Customer's employees, agents or subcontractors or others who have access to the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos 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 Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

10. Representations, Warranties & Indemnity. Kronos warrants that it (i) has the power and authority to enter into this Agreement; (ii) will provide the On-Demand Service(s) in a manner consistent with generally accepted industry standards; (iii) will notify Customer promptly upon discovery of any unauthorized use, copying or disclosure of Customer Data and will reasonably cooperate with Customer in the investigation and prosecution of same; and (iv) each On-Demand Service, when Properly Interfaced, will perform substantially in accordance with its documentation under normal use. EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE ON-DEMAND SERVICES **ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND,** EXPRESS, IMPLIED, CONTRACTUAL, STATUTORY OR OTHERWISE. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OF SERVICE AND NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED BY KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS DO NOT

REPRESENT OR WARRANT THAT (I) THE OPERATION OR USE OF THE ON-DEMAND SERVICE(S) WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (II) THE ON-DEMAND SERVICE(S) WILL **CONNECT, OR BE COMPATIBLE WITH, VENDOR'S OR CUSTOMERS' SYSTEMS,** NETWORK OR ENVIRONMENT; OR (III) THE ON-DEMAND SERVICE(S), OR THE SYSTEMS THAT MAKE THEM AVAILABLE, WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT (A) KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS CANNOT CONTROL, OR GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY OR NON-CORRUPTION OF, ANY INFORMATION TRANSMITTED THROUGH, OR STORED IN ANY SYSTEM CONNECTED TO, COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND (B) ACCESS TO THE ON-DEMAND SERVICE(S) MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. Upon breach of any warranty contained in this Section, (i) Customer's sole and exclusive remedy will be to require Kronos to exercise commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, and (ii) Kronos' obligation will be limited to exercising commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, or if Kronos fails to make such repair or replacement in a commercially reasonable time frame or such repair or replacement is commercially impracticable, then making an equitable refund of a portion of the fees paid by Customer with respect to the nonconforming portion of such On-Demand Service.

11. Limitation of Liability. Any other provision of this Agreement to the contrary notwithstanding, the aggregate and cumulative liability of Kronos, BSI and their third party providers for any losses or damage, whether direct or indirect, arising out of this Agreement from any cause whatsoever, including, without limitation, any cause of action sounding in contract, tort or strict liability, will be limited to actual, direct damages incurred, but in no event will exceed the total amount actually paid by Customer in the twelve (12) month period immediately preceding the event giving rise to such claim (the "Liability Cap"). Neither Kronos, BSI nor any of their third party providers will be liable for lost profits or other consequential damages, cover damages, or for any claims against Customer by a Customer or any other third party, even if any such party was advised of the possibility of same. Under no circumstances will Kronos, BSI or any of their third party providers be liable hereunder for special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages. Anything in this Agreement to the contrary notwithstanding, Customer acknowledges and agrees that Customer will be solely responsible for the use and operation of the On-Demand Services and the use and accuracy of all output resulting from such use or operation (including, without limitation, the accuracy of taxes located by the On-Demand Services, and the timeliness and accuracy of all tax calculations, payments, filings and reports, except to the extent directly caused by detectable defects or errors in the On-Demand Service that were not the result of inaccurate information or data provided by an authority, agency, governing body or other similar organization; provided that Customer provided written notice to Kronos of the existence of such defect(s) and/or error(s) immediately upon discovery thereof and Customer reasonably cooperated with Kronos and BSI in the resolution thereof) (hereafter, "Defects or Errors"). Notwithstanding anything to the contrary stated herein, Kronos, BSI and their third party providers will have no liability to Customer or any third party, regardless of the cause thereof, for any errors or delays in the output of an On-Demand Service (including, without limitation, errors or delays in located taxes, calculations, payments, filings or reports, or liability to taxing authorities or the employees of Customer for underpayments or nonpayments, interest or penalties).

12. Definitions. The following terms used in this Sublicense Agreement are to be defined as follows: **"Affiliates"** means (i) all business units and divisions of Customer and (ii) any entity controlled by, controlling, or under common control with Customer; where "controlled", "controlling" and "control" mean

the ownership of at least fifty percent (50%) of the voting securities in an entity. An entity will be deemed to be an "Affiliate" only so long as such control exists. Upon request, Customer agrees to confirm the Affiliate status of a particular entity. **Authorized User(s)"** means those employees of Customer or an Affiliate of Customer who have a legitimate internal business need to access, use, or know information concerning, an On-Demand Service who are bound, through written contract, to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth in this Agreement. **"Customer Data"** means any personally identifiable data, such as an address, record or telephone number, provided by a Customer or an Affiliate of Customer for use in, or to facilitate the performance of, an On-Demand Service. **"On-Demand Service"** means (i) a service sublicensed hereunder as made available by BSI to Kronos, including any subsequent releases thereof; (ii) any tools, files, software or other offline components made available by BSI in connection therewith to, when properly installed, facilitate the connection or use of an On-Demand Service; and (iii) any documentation related to the foregoing.

13. General. This Agreement shall be governed by Massachusetts law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement. 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. Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void. Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays. All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form. No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen. Customer acknowledges and agrees that to the extent a remedy is provided under this Agreement, then Customer will be limited to such remedy. Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS 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. This Agreement , 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 the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

Customer:

By:_____

Name:_____

Title:_____

Dated: _____

EXHIBIT 1 -SUPPORT SERVICE PROCEDURES

Customer shall cooperate with Kronos in connection with any support requests or support services rendered on its behalf. Without limiting the generality of the foregoing, Customer shall provide on a timely basis any information reasonably requested by Kronos in connection with providing the support services, including but not limited to the following information:

Name of the Customer
Name, phone/fax number and e-mail address of the person reporting the Case
Case Priority
Description of impact to Customer
Problem description (input, output received and output expected, plus any prior actions leading to the final input)
Description of initial problem analysis performed by Customer
Case number in Customer's call/problem tracking system
Provide the following attachments:
Trace information, dumps, test results
System to system message analysis
Technical Notes sent to the Customer

BSI End User License Agreement (UKG Ready)

End User License Agreement for BSI On-Demand Service

1. **Sublicense**. Subject to the terms and conditions of this End User License Agreement, Kronos SaaShr, Inc. ("Kronos SaaShr") grants Customer the non-exclusive and non-transferrable right to access and use the On-Demand Service(s) set forth on the applicable Order Form, as made available to Kronos SaaShr through its third party licensor Business Software, Inc. ("BSI"), in conjunction with Customer's licensed use of Kronos SaaShr's software ("Software"). This Sublicense includes Customer's right to use all applicable user documentation made available to Kronos SaaShr by BSI for such On-Demand Service(s). Customer acknowledges and agrees that BSI is the exclusive provider of the On-Demand Service(s) and is a third party beneficiary of this Sublicense Agreement. Customer agrees that Kronos SaaShr or BSI may directly enforce all such terms and conditions herein against Customer as if Customer had entered into such Sublicense Agreement with BSI. This Sublicense Agreement is revocable based on Customer breach, and Kronos SaaShr or BSI shall be entitled to injunctive relief, upon the breach of any material term, condition or obligation set forth therein.

Notwithstanding anything to the contrary set forth herein, the parties agree that Customer may allow its Affiliates to access and use the On-Demand Service(s) to be provided hereunder, solely for the internal business purposes of processing, reporting and filing Customer's and its Affiliates' data and for no other purpose whatsoever; provided that each such Affiliate is contractually bound by the terms and conditions of this Agreement and Customer ensures that each such Affiliate complies therewith. Customer assumes full responsibility and liability for any actions or omissions on the part of its Affiliates. Moreover, Customer agrees to defend, indemnify and hold Kronos SaaShr and its third party licensor, BSI, harmless from any claims, losses, actions or damages relating to or arising from the use of the On-Demand Service(s) by such Affiliates.

2. **Term and Termination**. The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos SaaShr's receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date") and shall continue for a minimum of one (1) year and shall be automatically renewable except in the event that either party provides written notice of non-renewal within sixty (60) days of the anniversary date of the present term. This Agreement is coterminous with, and will automatically terminate upon, the termination or expiration for any reason of, the license granted to Customer to access and use the Software. Kronos SaaShr may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the Customer if such breach is not
cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos SaaShr may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 1, 4, 8-10 of this Agreement. 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, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request 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.

If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos SaaShr within thirty (30) days all fees accrued for the Services prior to the date of termination; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect; (c) Within fifteen (15) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws.

After such time period, Kronos SaaShr shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos SaaShr, these services may be contracted from Kronos SaaShr at Kronos SaaShr's then published rates. (d) Customer agrees to timely return all Kronos SaaShr-provided materials related to the Services to Kronos SaaShr at Customer's expense or, alternatively, upon prior written approval of Kronos SaaShr, provide Kronos SaaShr with an officer's certification of the destruction thereof; and (e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. **Fees**. In consideration of the delivery of the Services, Customer shall pay Kronos SaaShr the Monthly Service Fees, the Training Fees and any additional one time or recurring fees relating to the On-Demand Services as set forth on the Order Form. All fees payable for the Services shall be sent to the attention of Kronos SaaShr as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos SaaShr are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos SaaShr's income or business privilege. If any amount owing under this or any other agreement for Services is thirty (30) or more days overdue, Kronos SaaShr may, without limiting Kronos SaaShr's rights or remedies, suspend Services until such amounts are paid in full. Kronos SaaShr will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services. After the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, Kronos SaaShr may change the Monthly Service Fee rates no more frequently than once per calendar year by notifying Customer in writing at least sixty (60) days prior to the effective date of such rate increase.

4. **Sublicense Restrictions**. Customer acknowledges and agrees that the right to use the On-Demand Service(s) 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 Authorized Users as described on the Order Form. Customer may not license, relicense or sublicense the On-Demand Services, or otherwise permit use of the On-Demand 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 Kronos SaaShr. No license, right, or interest in any Kronos SaaShr trademark, trade name, or service mark, or those of Kronos SaaShr's licensors or Suppliers, is granted hereunder.
Customer may only allow its Authorized Users to access and use the On-Demand Service(s) in conjunction with Kronos SaaShr's Software and only for Customer's internal business purposes of processing, reporting and filing Customer's data and for no other purpose whatsoever. Customer acknowledges and agrees that Kronos SaaShr or BSI may suspend access to an On-Demand Service, at any time, if Kronos SaaShr or BSI believes (a) the use of same represents a threat to BSI's or its third party providers' network function or integrity; (b) for online service maintenance; (c) for non-payment; or (d) if required by law.

5. **Customer Data**. Customer shall own all Customer Data and posts or other inputs into the On-Demand Services by Customer or others acting on behalf of or through Customer. Kronos SaaShr acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer hereby grants Kronos SaaShr and BSI and those third party providers used by Kronos SaaShr or BSI in the provision of the On-Demand Services, the non-exclusive, worldwide right to access, use, copy, transmit, process and display Customer Data, solely to facilitate the provision, operation and support of an On-Demand Service. Customer acknowledges and agrees that Customer Data may be transferred for such purposes outside of the country or other jurisdiction where such Customer is located.

6. **Customer Obligations**. Customer accepts sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer shall provide and maintain its own Internet access and all necessary telecommunications equipment, software and other materials at its location necessary to access and use an On-Demand Service.

7. **Kronos SaaShr Obligations**. Kronos SaaShr shall use commercially reasonable, industry standard, efforts to make each On-Demand Service available and accessible to Authorized Users of a Customer and, provided Customer adheres to the support procedures described in Exhibit 1 hereto, apply any maintenance support to an On-Demand Service (including but not limited to updates and changes) at no charge to Customer as such maintenance support is made available by BSI to Kronos SaaShr. Customer agrees that Kronos SaaShr may install such updates automatically as part of the On-Demand Service. Customer acknowledges and agrees that from time to time an On-Demand Service may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"), malfunctions in an On-Demand Service and causes beyond the control of, or not reasonably foreseeable by, BSI or its third party providers, including acts of God, acts of government, acts of terror, strikes or other labor problems, the interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). BSI shall provide at least twenty-four (24) hours advance notice to customer and Customers in the event of any Scheduled Downtime. Training shall be available for Customers' Authorized Users in the capabilities and use of the On-Demand Service(s) based on BSI's then current rates and terms therefor. **Confidentiality**. Each Party acknowledges that it may have access to, or receive, information or material of the other, related to, among other things, such Party's business, products, support or services, that is (i) confidential or proprietary or of value to such other Party; or (ii) a trade secret of such Party, deriving economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use (collectively "Proprietary Information"). BSI's Proprietary Information includes, but is not limited to, its documentation, formulas, methods, know-how, processes, designs, products, proposed products, training methodology, training materials, information disclosed during training, services, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, the On-Demand Services, the Access Protocols, Support, Vendor Support, information located in the secured portions of BSI's website, the terms and pricing under this Agreement and all information related to the foregoing. Except as otherwise provided herein, each Party covenants that it will not reveal, disclose, or make available, in any manner or form, any portion of the other Party's Proprietary Information, or any information related thereto, to any person, other than its employees, agents, contractors and advisors, but only if (i) such disclosure is on a need-to-know and confidential basis; and (ii) the recipient of such disclosure is (a) not a Direct Competitor of the other Party; and (b) is located in the United States of America. In connection with the foregoing, each Party shall ensure, via lawfully binding written contract, that any person to whom it is permitted to disclose, reveal, deliver, assign or transfer any portion of the other Party's Proprietary Information agrees to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth herein, and each Party agrees to be responsible to the other for any breach of said obligations by the recipient of such Party's disclosure. The foregoing obligations will not apply if and to the extent that: (i) the information was already known to the non-disclosing Party ("Recipient"), without obligation to keep it confidential, as evidenced by such Party's own written records created prior to its receipt of the information from the disclosing Party ("Owner"); (ii) the information was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Recipient without use of any Proprietary Information received from Owner; (iv) the information was or

becomes publicly known other than by a breach of this Agreement or other action by Recipient; (v) the information was approved for disclosure by written agreement of the Parties after its disclosure to Recipient; or (vi) the information is disclosed by Recipient pursuant to a requirement of a governmental agency or by operation of law, but only if Recipient has first exhausted all reasonable legal remedies for maintaining the confidentiality and non-disclosure of such information, which will include giving Owner as much advance notice of the possibility of such disclosure as practical so that the Owner may also attempt to stop such disclosure or obtain a protective order concerning such disclosure. If such a protective order or other remedy for maintaining the confidentiality of Owner's Proprietary Information is not obtained, or if Owner waives compliance with the provisions hereof, Recipient agrees to disclose only that portion of Owner's Proprietary Information which Recipient is advised by opinion of legal counsel is legally required to be disclosed.

8. **Customer Representations and Warranties.** Customer represents and warrants that it shall not: (i) make an On-Demand Service available to anyone other than an Authorized User; (ii) license, sell, rent, lease, transfer, assign, distribute, host, outsource, or otherwise commercially exploit, an On-Demand Service; (iii) use an On-Demand Service in a manner that could harm or impair another's use of, or in an attempt to gain unauthorized access to, any service, data, account or network; (iv) use any automated process or service to access or use an On-Demand Service, such as a BOT, spider or periodic caching of information stored by BSI, or falsify any e-mail header information when using an On-Demand Service; (v) remove, modify or tamper with any regulatory or legal notice or link that is incorporated into an On-Demand Service; (vi) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of an On-Demand Service or access or use an On-Demand Service in order to directly or indirectly support, maintain, enhance, improve, modify or develop a similar or competitive product, service or offering; (vii) copy, reproduce, republish, download, post or transmit, by any form or means, any part of an On-Demand Service; (viii) access, read, view, extract, add to, delete, mine or modify any data made available by BSI and set forth in any database contained in an On-Demand Service; (ix) transmit, re-transmit or store materials on or through an On-Demand Service that are harmful to any portion of such On-Demand Service or in violation of any applicable laws or regulations, including, without limitation, laws relating to infringement of intellectual property and the proprietary rights of others; (x) utilize less than industry standard security measures, including, at a minimum, and, without limitation, maintenance of firewalls, intrusion prevention systems and other standard technological protections, to restrict any person other than an Authorized User from accessing an On-Demand Service; or (xi) fail to comply with any applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of an On-Demand Service, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which the On-Demand Service is controlled, operated or provided.

9. **Infringement**. If a third party makes a claim against Customer that an On-Demand Service directly infringes any United States patent or copyright or trademark ("IP Claim"), Kronos SaaShr will defend Customer against the IP Claim and pay any and all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by BSI directly arising out of such IP Claim; provided that: (i) Customer promptly asserts a claim or demand in writing for defense and indemnification to Kronos SaaShr no later than ten (10) days after Customer's receipt of notification of a potential claim; (ii) Kronos SaaShr may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides Kronos SaaShr with the assistance, information and authority necessary to defend, respond, investigate and/or resolve such claim. However, to the extent that an IP Claim arises from Kronos SaaShr's or BSI's adherence to Customer's express instructions or from any materials provided to Kronos SaaShr or BSI by Customer,

Customer shall indemnify and defend Kronos SaaShr against any and all losses, damages, liabilities, fines, penalties, and expenses (including reasonable legal fees) resulting directly therefrom. Notwithstanding the foregoing, neither Kronos SaaShr nor BSI will have any liability for any claim of infringement based on the combination of an On-Demand Service (or any part thereof) with products, systems or services not provided by Kronos SaaShr or BSI; the modification of an On-Demand Service (or any part thereof) by any person other than Kronos SaaShr or BSI or, even if by Kronos SaaShr or BSI, in order to comply with or base them upon: (1) designs provided by or at the direction of Customer; or (2) specifications or other information provided by or at the direction of Customer; or use of an On-Demand Service (or any part thereof) in a manner not permitted or contemplated hereunder or in contravention of any law, rule or regulation or any obligation of Customer to Kronos SaaShr. If, due to an IP Claim or the threat of an IP Claim, (i) an On-Demand Service (or part thereof) is held by a court of competent jurisdiction, or in Kronos SaaShr's reasonable judgment may be held, to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using any part of an On-Demand Service, or in Kronos SaaShr's reasonable judgment Customer may receive such an order, Kronos SaaShr will, in its reasonable judgment, and at its expense, (a) procure for Customer the right to continue using such On-Demand Service (or part thereof) or (b) replace or modify such On-Demand Service (or part thereof) to make it noninfringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that Kronos SaaShr believes to be commercially reasonable, then Kronos SaaShr may terminate this Agreement. This Section states Kronos SaaShr's entire liability and Customer's exclusive remedy for any claim of infringement.

Customer shall defend Kronos SaaShr, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos SaaShr Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) Customer's use of the Services or that of Customer's employees, agents or subcontractors or others who have access to the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos SaaShr, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos SaaShr; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos SaaShr will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos SaaShr 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 Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

10. **Representations, Warranties & Indemnity**. Kronos SaaShr warrants that it (i) has the power and authority to enter into this Agreement; (ii) will provide the On-Demand Service(s) in a manner consistent with generally accepted industry standards; (iii) will notify Customer promptly upon discovery of any unauthorized use, copying or disclosure of Customer Data and will reasonably cooperate with Customer in the investigation and prosecution of same; and (iv) each On-Demand Service, when Properly Interfaced, will perform substantially in accordance with its documentation under normal use. **EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE ON-DEMAND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, CONTRACTUAL, STATUTORY OR OTHERWISE. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OF SERVICE AND**

NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED BY KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (I) THE OPERATION OR USE OF THE ON-DEMAND SERVICE(S) WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (II) THE ON-DEMAND SERVICE(S) WILL CONNECT, OR BE COMPATIBLE WITH, VENDOR'S OR CUSTOMERS' SYSTEMS, NETWORK OR ENVIRONMENT; OR (III) THE ON-DEMAND SERVICE(S), OR THE SYSTEMS THAT MAKE THEM AVAILABLE, WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT (A) KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS CANNOT CONTROL, OR GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY OR NON-CORRUPTION OF, ANY INFORMATION TRANSMITTED THROUGH, OR STORED IN ANY SYSTEM CONNECTED TO, COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND (B) ACCESS TO THE ON-DEMAND SERVICE(S) MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. Upon breach of any warranty contained in this Section, (i) Customer's sole and exclusive remedy will be to require Kronos SaaShr to exercise commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, and (ii) Kronos SaaShr's obligation will be limited to exercising commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, or if Kronos SaaShr fails to make such repair or replacement in a commercially reasonable time frame or such repair or replacement is commercially impracticable, then making an equitable refund of a portion of the fees paid by Customer with respect to the nonconforming portion of such On-Demand Service.

11. **Limitation of Liability**. Any other provision of this Agreement to the contrary notwithstanding, the aggregate and cumulative liability of Kronos SaaShr, BSI and their third party providers for any losses or damage, whether direct or indirect, arising out of this Agreement from any cause whatsoever, including, without limitation, any cause of action sounding in contract, tort or strict liability, will be limited to actual, direct damages incurred, but in no event will exceed the total amount actually paid by Customer in the twelve (12) month period immediately preceding the event giving rise to such claim (the "Liability Cap"). Neither Kronos SaaShr, BSI nor any of their third party providers will be liable for lost profits or other consequential damages, cover damages, or for any claims against Customer by a Customer or any other third party, even if any such party was advised of the possibility of same. Under no circumstances will Kronos SaaShr, BSI or any of their third party providers be liable hereunder for special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages. Anything in this Agreement to the contrary notwithstanding, Customer acknowledges and agrees that Customer will be solely responsible for the use and operation of the On-Demand Services and the use and accuracy of all output resulting from such use or operation (including, without limitation, the accuracy of taxes located by the On-Demand Services, and the timeliness and accuracy of all tax calculations, payments, filings and reports, except to the extent directly caused by detectable defects or errors in the On-Demand Service that were not the result of inaccurate information or data provided by an authority, agency, governing body or other similar organization; provided that Customer provided written notice to Kronos SaaShr of the existence of such defect(s) and/or error(s) immediately upon discovery thereof and Customer reasonably cooperated with Kronos SaaShr and BSI in the resolution thereof) (hereafter, "Defects or Errors"). Notwithstanding anything to the contrary stated herein, Kronos SaaShr, BSI and their third party providers will have no liability to Customer or any third party, regardless of the cause thereof, for any errors or delays in the output of an On-Demand Service (including, without limitation, errors or delays in located taxes, calculations, payments, filings or reports, or liability to taxing authorities or the employees of Customer for underpayments or nonpayments, interest or penalties).

12. **Definitions**. The following terms used in this Sublicense Agreement are to be defined as follows: **"Affiliates"** means (i) all business units and divisions of Customer and (ii) any entity controlled by, controlling, or under common control with Customer; where "controlled", "controlling" and "control" mean the ownership of at least fifty percent (50%) of the voting securities in an entity. An entity will be deemed to be an "Affiliate" only so long as such control exists. Upon request, Customer agrees to confirm the Affiliate status of a particular entity. **Authorized User(s)"** means those employees of Customer or an Affiliate of Customer who have a legitimate internal business need to access, use, or know information concerning, an On-Demand Service who are bound, through written contract, to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth in this Agreement. **"Customer Data"** means any personally identifiable data, such as an address, record or telephone number, provided by a Customer or an Affiliate of Customer for use in, or to facilitate the performance of, an On-Demand Service. **"On-Demand Service"** means (i) a service sublicensed hereunder as made available by BSI to Kronos SaaShr, including any subsequent releases thereof; (ii) any tools, files, software or other offline components made available by BSI in connection therewith to, when properly installed, facilitate the connection or use of an On-Demand Service; and (iii) any documentation related to the foregoing.

13. **General**. This Agreement shall be governed by Massachusetts law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement. 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. Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos SaaShr and any purported assignment, without such consent, shall be void. Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays. All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos SaaShr, to the Kronos SaaShr address on the Order Form, or if to Customer, to the billing address on the Order Form. No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen. Customer acknowledges and agrees that to the extent a remedy is provided under this Agreement, then Customer will be limited to such remedy. Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS 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. This Agreement, 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 the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

Customer:

By:_____
Name:_____
Title:_____
Dated: _____

EXHIBIT 1 -SUPPORT SERVICE PROCEDURES

Customer shall cooperate with Kronos SaaShr in connection with any support requests or support services rendered on its behalf. Without limiting the generality of the foregoing, Customer shall provide on a timely basis any information reasonably requested by Kronos SaaShr in connection with providing the support services, including but not limited to the following information:

1. Name of the Customer
2. Name, phone/fax number and e-mail address of the person reporting the Case
3. Case Priority
4. Description of impact to Customer
5. Problem description (input, output received and output expected, plus any prior actions
6. leading to the final input)
7. Description of initial problem analysis performed by Customer
8. Case number in Customer's call/problem tracking system
9. Provide the following attachments:
10. Trace information, dumps, test results
11. System to system message analysis
12. Technical Notes sent to the Customer

Passport Addendum (UKG Pro Workforce Management)

Passport Addendum

This is an Addendum to the **INSERT APPLICABLE AGREEMENT NAME** (the **"Agreement"**) between **INSERT APPLICABLE CUSTOMER LEGAL ENTITY NAME**(**"Customer"**) and UKG Kronos Systems, LLC (**"UKG"**).

Whereas:

A Customer and UKG entered into the Agreement to govern the delivery and other terms applicable to the products to be provided to Customer by UKG;

B By this Addendum, Customer and UKG wish to agree the supplemental terms under which certain products shall be provided to Customer by Passport Corporation;

C As between UKG and Passport Corporation, UKG shall be responsible for invoicing Customer for the products to be provided to Customer by Passport Corporation.

The parties hereby agree to amend the Agreement by inserting the following provisions:

1. If the Customer purchases any Passport Corporation products and/or services via UKG (the "**Passport Products**"), the terms in this Addendum shall apply in respect of such products and/or services in addition to the terms of this Agreement (and in relation to any conflict or inconsistency in connection with such products and/or services, the terms of this Addendum shall prevail).

2. In connection with the delivery of the Passport Products:

   2.1. all references in the Agreement to the applicable contracting UKG group entities shall be read as referring instead to Passport Corporation, **save that**

   2.2. in connection with the payment terms applicable to the provided Passport Products, all references in the Agreement to the applicable contracting UKG group entity/ies shall remain as referring instead to the applicable contracting UKG group entity/ies.

3. Notwithstanding anything to the contrary in the Agreement:

   3.1. Passport does not offer Seasonal Licences;

   3.2. Passport does not offer any Equipment products or associated services;

   3.3. Passport does not offer any Success Plans or associated services;

   3.4. Passport does not offer any Educational Services, (including KnowledgeMap products) with the exception of fee-based train-the-trainer webinars;

   3.5. Passport does not utilize AtomSphere Service or Boomi Software;

   3.6. Passport does not offer MPLS/Site-to-cloud SFTP connections;

   3.7. Passport does not offer a Key Performance Indicator (KPI) Builder;

   3.8. Passport application updates: Maintenance updates will be automatically applied as needed. New software releases will be applied according to the schedule agreed with the Customer;

   3.9. Passport application maintenance period: Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday;

   3.10. UKG will provide the first line of support services and the other support services relating to the Passport Product shall be provided by Passport Corporation directly as set forth in the SOW

   3.11. Customer hereby acknowledges that installation services and other services will also be provided directly by Passport Corporation

   3.12. the sub-processors used in the delivery of the Passport Products shall be as set out below (and not those referred to in section 5 of the Agreement):

Category	Common Name	Legal Entity	Data Processed	Locations Processed
Cloud Provider	Expedient	Expedient, Inc. 1 Allegheny Square, Suite 600 Pittsburgh, PA 15212	May include all customer data	Customer Data Encrypted at rest
Cloud Provider	Azure	Microsoft Corporation One Microsoft Way Redmond, Washington	Does not include any customer data	Customer Data Encrypted at rest
Email Delivery Service	Expedient	Expedient, Inc. 1 Allegheny Square, Suite 600 Pittsburgh, PA 15212	Emails notifications from SaaS service	US Email delivery system

At least 30 days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, Passport will provide Customer a notice of that change. Customer may object to any such new sub-processor by terminating Passport Products delivered under the Agreement upon written notice to UKG and Passport, 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.

4. In connection with the delivery of the Passport Products, the Agreement shall be further modified as follows:

4.1. Section 10.2 Effects of Termination Item c shall be replaced with the following:

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 request specific data from Passport or request a copy of their database which will allow the 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.

4.2. Sections 11.1 and 11.2 of Article 11 (Indemnification) shall be deleted (being instead addressed separately in section 6 of this Addendum below).

4.3. Service Level Agreement

Reporting Claims Process

Passport will provide Customer with Availability metrics within one (1) business day upon customer request

4.4. Cloud Guidelines

Only one standard production tenant is included. Additional partial copy non-production tenants limited to 18 months of data available for purchase on an annual basis.

KPIs are available upon request and subject to applicable fees.

All SFTP managed service account logins use public key authentication or username/password to secure files in transit.

Only a SOC 2 report is published by Passport. Complementary user entity control are available within the SOC report. Passport does not maintain ISO27001 and 27018 compliance certifications. Customer agrees not to upload payment card information, as the service is not certified for PCI DSS. Passport is HIPPA compliant and is permitted to store health information.

5. In connection with any alleged loss, failure or delay arising out of or in connection with the Passport Products (howsoever caused) UKG shall (at its option) use reasonable endeavours to: (i) recover applicable costs or losses directly from Passport Corporation on behalf of Customer, and pass any applicable recovered amounts to Customer; or (ii) assign to Customer such of UKG's rights as may be

necessary to enable Customer to claim applicable costs or losses directly from Passport Corporation.

6. UKG represents to Customer that Passport has provided certain assurances to UKG customers in the following terms, and that UKG shall, following applicable notice from Customer, endeavour to enable Customer to benefit from such assurances as applicable.

3. Passport Indemnity for Customers

3.1. Passport will, on demand by UKG, defend any Customer from and against any and all legal claims alleging that the permitted uses of the Passport service, technology or applications infringe or misappropriate any legitimate copyright or patent. In all such cases, Passport will indemnify and hold harmless the Customer 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 Passport's settlement of such a claim. In the event that a final injunction is obtained against Customer's use of the applicable Passport product(s) by reason of infringement or misappropriation of any such copyright or patent, or if in Passport's opinion, the Service is likely to become the subject of a successful claim of infringement or misappropriation, Passport (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the applicable Passport product(s) as provided in the Agreement, or (b) replace or modify the applicable Passport product(s) so that they become non-infringing but remains substantively similar to the affected product(s). Should neither (a) nor (b) be commercially reasonable, either Customer or Passport may terminate the Passport Products delivered under the Agreement, at which time Passport will provide a refund to Customer of the PEPM Fees paid by Customer for the infringing elements of the product(s) covering the period of their unavailability.

3.2. Passport will have no liability to indemnify or defend a Customer: (a) to the extent there has been a material delay in the demand by UKG following UKG having been notified of the applicable claim; or (b) to the extent the alleged infringement or misappropriation is based on: (i) a modification of the applicable Passport product(s) undertaken by anyone other than Passport , or not undertaken at Passport's direction and in accordance with such direction; (ii) use of the applicable Passport product(s) other than as authorized by this Agreement; or (iii) use of the applicable Passport product(s) in conjunction with any other equipment, service or software not provided by Passport, where the applicable Passport product(s) would not otherwise infringe, misappropriate or otherwise become the subject of the claim.

3.3. The parties agree that the limitations and exclusions of liability in the Reselling Agreement shall not apply to the indemnity provided by Passport in this section 3.

7. Customer hereby acknowledges that, for the products and services provided by Passport Corporation, UKG is hereby acting solely as a reseller and (save for UKG's obligations in section 5 and/or 6 above (as applicable), and save for anything that cannot by applicable law be lawfully limited or excluded) disclaims any liability with respect to the products and services that are provided by Passport Corporation under this Agreement. Customer shall indemnify, defend and hold harmless UKG for any losses, claims or damages, which arise from or relate to any breach or alleged breach of Passport Corporation's representations and warranties made under the Agreement.

8. All other terms and conditions of the Agreement shall remain in full force and effect.

9. Passport Corporation shall be a third party beneficiary under the Agreement and this Addendum.

AGREED AND ACCEPTED

CUSTOMER		**UKG**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Passport Addendum (Workforce Central)

Passport Addendum
for Workforce Central

This is an Addendum to the agreement governing the license of Workforce Central software applications whether on a perpetual license basis or in a software as a service model (the "Agreement") between , having a principal place of business at ("Customer") and from UKG Kronos Systems, LLC, a UKG Company or its affiliates (collectively "UKG").

The parties hereby agree to amend the Agreement by inserting the following provisions:

1. In addition to the terms of this Agreement, should the Customer purchase and order Passport Corporation Products and/or services, the following terms shall apply:

A. Notwithstanding the Support Service terms of the Agreement, UKG will provide the first line of support services and the other support services relating to the Passport Product shall be provided by Passport Corporation directly as set forth in the SOW. Customer hereby acknowledge that installation services and other services will also be provided directly by Passport Corporation.

2. For the products and services provided by Passport Corporation, UKG is hereby acting solely as a reseller and disclaims any liability with respect to the products and services that are provided by Passport Corporation under this Agreement. Customer shall indemnify, defend and hold harmless UKG for any losses, claims or damages, which arise from or relate to any breach or alleged breach of such Passport Corporation's representations and warranties made under this Agreement, provided that Customer is promptly notified of any such claims. Subject to the terms of this Section, Customer shall have the sole right to defend such claims at its own expense. UKG shall provide, at Customer's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

4. Passport Corporation shall be a third party beneficiary under this Agreement.

AGREED AND ACCEPTED

CUSTOMER

By:

Name:

Title:

Date:

UKG

By:_____

Name:_____

Title:_____

Date:_____

UKG SMS Addendum

UKG WORKFORCE SMS ADDENDUM

This is an Addendum to the agreement governing the UKG scheduling product for which Customer is purchasing the UKG Workforce SMS service (i.e., the Workforce Central Software as a Service Terms and Conditions Agreement, UKG Sales Software License and Service Agreement, UKG Dimensions Agreement or Workforce Dimensions Agreement, as applicable) (the "Agreement") between ("Customer") and UKG Kronos Systems, LLC, a UKG Company ("UKG").

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to UKG Workforce SMS service ("Workforce SMS"):

Description. Workforce SMS is a subscription based service, provided solely for Customer's internal use, by which: (i) Customer may notify employees who are permitted to use a UKG scheduling product, via mobile technology (SMS) of the existence of one or more available work shifts, and (ii) employees' responses are tracked in order that Customer may fill those available work shifts more efficiently. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."

Implementation. To initiate and setup administration of the required mobile communications with the mobile carriers, UKG will perform the standard implementation of Workforce SMS, including configuration, as described in the statement of work signed by the Customer. Any additional professional services for non-standard implementation services will be subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties, including any additional associated fees and expenses. UKG may, at its sole discretion, update and enhance the features available through Workforce SMS and applicable UKG scheduling product.

Payment. UKG will invoice Customer for the Workforce SMS implementation/configuration professional services fees set forth in the applicable statement of work and Order Form, pursuant to the payment terms set forth therein. UKG will invoice Customer for Workforce SMS usage based on the maximum number of Annual Interactions Customer has chosen to purchase (the "Annual Interaction Usage Fee"). The Annual Interaction Usage Fee will cover Workforce SMS usage by managers and employees through and including the expiration of the twelve month annual usage term (the "Annual Use Term"), or until the maximum number of Interactions purchased by Customer has been used, whichever occurs first. The Annual Use Term shall begin upon Order execution.

If prior to the expiration of the Annual Use Term Customer has used the maximum number of Interactions covered by the Annual Interaction Usage Fee, UKG will charge the Customer for any excess Interactions used on a per Interaction basis (the "Excess Interaction Rate"). UKG will invoice Customer each month at the applicable Excess Interaction Rate for the remainder of the Annual Use Term for excess Interactions used and payment will be due within thirty (30) days of the date of such invoice. Workforce SMS volume purchase options and the method for calculating the applicable Annual Interaction Usage Fee and Excess Interaction charges are described more fully at: http://www.kronos.com/Legal/Workforce-SMS-pricing

The Customer's Annual Interaction Usage Fee for the Annual Use Term shall be set forth in the applicable Order Form. If Customer purchases additional Annual Interactions during the Annual Use Term, the Annual Use Term for such additional Annual Interactions will be for twelve months from the date of such Order execution.

Restrictions on Workforce SMS Services; Additional Responsibilities. Customer agrees that Workforce SMS has not been designed for, and may not be used as, a means to connect with country specific emergency services such as 911, E911, 000, 112 and 999. UKG shall have no liability for any delays, failures or unavailability of Workforce SMS due to transmission or other delays, errors or problems beyond UKG's control, or any other interruptions caused by the mobile communications network and/or mobile devices. Customer acknowledges that Workforce SMS pricing quoted on the applicable Order Form covers Interactions occurring in or between the counties as listed in the Pricing URL list above and that additional fees may apply for Interactions in or between other countries. Unused Interactions expire at the end of the Annual Usage Term and are not eligible for credit. Use of the Workforce SMS subscription service is subject to the terms set forth in the Agreement as well as the Acceptable Use Policy found at: http://www.kronos.com/Legal/TwilioAUP and Customer agrees to defend, indemnify and hold harmless UKG, its employees agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Workforce SMS may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications. UKG may discontinue Workforce SMS upon one hundred twenty (120) days prior written notice to Customer. In the event of discontinuation during the initial or renewal Annual Use Term, UKG will refund or credit the Customer for the unused portion of the previously paid Annual Interaction Usage Fee. Otherwise, Customer's payment of professional services and/or Interaction usage fees shall be non-refundable.

Security for Workforce SMS: Workforce SMS service relies upon a third party hosted communication platform and interactions with worldwide telecommunications networks to deliver SMS messages not under the control of UKG. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges the exclusive statement of the security and privacy provided is: UKG will undertake commercially reasonable measures to protect the security and privacy of data transmitted through the Workforce SMS service, however the security and privacy of such SMS data cannot be guaranteed in this global network involving many third parties.

Renewal and Termination. The initial Annual Use Term is twelve months. Upon the expiration of that twelve month period and upon each anniversary date thereafter, the term of this Addendum and the Annual Use Term shall automatically renew for an additional twelve month period unless Customer has provided forty-five (45) days prior written notice to UKG of its decision not to renew at the end of the then current term.

AGREED AND ACCEPTED

CUSTOMER:	**UKG:**
By:_____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

UKG EZCall Provider Scheduling Agreement

UKG EZCall Provider Scheduling
Software as a Service (SaaS) Agreement

("Customer") and UKG Kronos Systems, LLC, a UKG company ("UKG"), agree that the terms and conditions set forth below shall apply to the UKG supply of the SaaS offering based upon the UKG EZCall Provider Scheduling platform and as specified on a UKG Order Form expressly referencing the UKG EZCall agreement and signed by the parties. For purposes of this Agreement the term Customer shall also include its Affiliates.

1. DEFINITIONS

"Affiliate" means any corporation or other business entity that controls or is controlled by or is under common control with Customer excluding any entity that is a competitor of UKG and any entity located outside the United States and Canada. "Control" means ownership of at least fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these terms and conditions, and any amendments thereto, and the Order Form(s).

"Billing Start Date" means the date the billing of the Annual Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Annual Service Fees for any Services ordered by Customer after the date of this Agreement shall be the date the applicable Order Form is executed by UKG and Customer.

"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 to be proprietary and confidential to the disclosing party or its Suppliers because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself.

"Customer Content" means all content that Customer, or others acting on behalf of or through Customer, posts or otherwise inputs in the Services.

"Documentation" means technical publications published by UKG relating to the features, functionality and use of the Services.

"Hosting Environment" means the cloud infrastructure and platform services provided by UKG's Supplier for the hosting environment.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Minimum Contract Value" means the Annual Service Fees to be invoiced for the Initial Term or a Renewal Term, as applicable.

"Annual Service Fee(s)" means the annual fees for the Services as described in an Order Form.

"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 and the 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.

"Policies" means the following policies of UKG's Supplier and all restrictions described on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, as each may be updated from time to time. Policies do not include whitepapers or other marketing materials referenced on the AWS Site.

"Acceptable Use Policy" means the Policy available at http://aws.amazon.com/aup

"Site Terms" means the terms of use available at http://aws.amazon.com/terms/

"Service Terms" means the rights and restrictions for particular Supplier Services available at http://aws.amazon.com/serviceterms. Current Supplier Services include: Elastic Compute Cloud / EC2 (servers), Route 53 (DNS), Simple Email Service (Transactional Emails), Simple Storage Service / S3 (Static Content).

"Trademark Use Guidelines" means the guidelines and license available at http://aws.amazon.com/trademark-guidelines/

"Privacy Policy" means the privacy policy available at http://aws.amazon.com/privacy

"AWS Site" means the web site located at http://aws.amazon.com

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means accessibility to the commercially available and applicable module(s) of the UKG EZCall software applications specified on the Order Form signed by Customer by means of access to the password protected customer area of a website owned or operated by UKG or its Supplier, and all such services, items and offerings accessed by Customer therein or provided by UKG in connection thereto.

"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.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. SERVICES, HOSTING, IMPLEMENTATION AND SUPPORT

2.1 Ownership. The parties acknowledge that, as between UKG and Customer, UKG shall own all right, title and interest in and to the Services and all tangible or intangible works and materials developed by UKG in connection with the Services, including but not limited to systems, solutions, processes, formulae, designs, inventions, algorithms, documentation, computer source and/or object code. This Agreement does not transfer or convey to Customer or any third party, and Customer acknowledges that it does not have any right, title or interest in or to the foregoing, or any associated intellectual property rights, but only a limited license and right to use the Services in accordance with this Agreement.

2.2 Services. UKG grants to Customer a limited, nonexclusive, nontransferable, non-assignable, without right to sublicense, and revocable right to use for its internal business purposes, the Services, including without limitation the applicable UKG EZCall software

application module(s) and all associated Documentation. The Services are limited to the number of users identified on the Order Form(s). Customer agrees not to increase the number of users unless and until Customer pays the applicable fee for such increase.

2.3 Hosting. The Services rely upon a Hosting Environment that is provided by UKG's Supplier. Accordingly, notwithstanding any other provision of the Agreement to the contrary, Customer understands and acknowledges that the use of the Hosting Environment and the exclusive statement of the security protections provided for i) the Hosting Environment, and ii) all associated data, is found within the Privacy Policy and at the AWS Site. Without limiting the generality of the foregoing, Customer will adhere to all laws, rules and regulations applicable to Customer's use of the Services, and is directed to the Policies, including those specifically defined above. Customer agrees to defend, indemnify and hold harmless UKG, its employees, agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policies.

2.4 Implementation Services. UKG will provide the Implementation Services per a mutually agreed upon Statement of Work.

2.5 Support. Customer shall submit requests for support by e-mail using a customer support e-mail address provided by UKG. UKG agrees to respond to such requests for support, and provide reasonable resolution thereto, in a timely fashion ("Customer Services"). Customer Services shall include improvements, patches and upgrades to the Services, as such are generally made available to UKG's customers. UKG may provide data conversion, data transfer services and other types of services at UKG's then-current hourly fees. Remote end-user training and a training manual is provided at no additional charge. Additional onsite support is available upon request, subject to UKG's then-current hourly fees and payment of actual expenses, including reasonable travel, meal and lodging costs (if necessary).

3. CUSTOMER'S OBLIGATIONS.

3.1 Use of Services. Customer will not (a) sell, assign, transfer, or sublicense the Services, (b) cause or permit modification, disassembly, de-compilation, or reverse engineering of the Services, (c) use the Services to provide time-sharing or service-bureau services, either for profit or not, (d) allow third-parties to access or use the Services, (e) copy or give copies of the Service to any other party including its parent, sister organizations, subsidiaries, or contractors except as permitted hereunder, (f) use, or allow the use of, the services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations, (g) use the Service in any manner which could damage, disable, overburden, or impair UKG's or UKG's Supplier's website or interfere with any other party's use and enjoyment of the Service, (h) use the Service or any feature of UKG's or UKG's Supplier's website or services to post, send or receive messages or material that are unrelated to the Services or which are damaging or defamatory, (i) upload files containing any virus, Trojan horse, worm, spyware, spam ware, malware, time bomb or similar code designed to disrupt the operation of, permit unauthorized access to, erase or modify any aspect of the Service or any of UKG's or its other customers' data or (j) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan, (k) use any tool designed to automatically emulate the actions of a human user (e.g., robots), or (l) develop or promote a product or offering similar in purpose to any UKG products and services.

3.2 Customer's Account. Customer is responsible for all activities that occur under Customer's account, regardless of whether the activities are undertaken by Customer, its employees or a third party (including Customer's contractors or agents) and, except to the extent caused by UKG's breach of this Agreement, UKG is not responsible for unauthorized access to Customer's account. Customer will promptly contact UKG if Customer believes an unauthorized third party may be using Customer's account or if Customer's account information is lost or stolen.

3.3 Customer Content. Customer is solely responsible for the development, content, operation, maintenance, and use of the Customer Content. For example, Customer is solely responsible for: (a) compliance of Customer Content with the Policies, and the law; (b) any claims relating to Customer Content; and (c) properly handling and processing notices sent to Customer (or any Customer affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act or any similar law.

4. DATA PRIVACY. UKG's Supplier of the Hosting Environment participates in the safe harbor programs described in its Privacy Policy. Customer consents to UKG's Supplier's collection, use and disclosure of information associated with the Service in accordance with the Privacy Policy, and to the processing and the transfer of Customer Content in the Services.

5. FEES AND PAYMENT

5.1 Fees. Customer shall pay UKG the Setup Fees, the Annual Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. All payments and fees shall be due 30 days following date of invoice unless otherwise indicated on an Order Form.

5.2 Setup Fee. The Setup Fees are one time fees that shall be invoiced as indicated on the applicable Order Form.

5.3 Annual Service Fees. Annual Service Fees commence on the Billing Start Date and are invoiced annually in advance. Support Services are included in the Annual Service Fees.

5.4 Reconciliation at Renewal. For the three (3) month period prior to which UKG sends the renewal invoice for the Annual Service Fees, UKG will determine the number of Customer users actually using the Services, and Customer agrees to pay the Annual Service Fee for the following year in an amount equal to Customer's then current per user fee for the maximum number of users who used the Service during that three (3) month period.

5.5 Taxes. Customer is responsible for all applicable 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. Except as expressly set forth in the Agreement, all amounts paid to UKG are non-refundable.

5.6 Increases. 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 Annual Service Fee rates in an amount not to exceed four percent (4%). The increased Annual Service Fees will be reflected in the invoice following the effective date of such increase without additional notice.

6. TERM, SUSPENSION, TERMINATION AND TRANSITION

6.1 Term. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

6.2 Temporary Suspension. UKG may suspend Services immediately upon written notice to Customer if: (a) any amount owing under this Agreement is thirty (30) or more days overdue and UKG has provided Customer at least seven (7) days' prior written notice that Customer's account is overdue, or (b) Customer breaches any Policies.

6.3 Termination

(a) Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Minimum Contract Value. UKGmay 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.

(b) 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 fifteen (15) days after receipt of written notice.

(c) 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.

6.4 Effect of Termination

(a) If the Agreement is terminated for any reason, Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, as well as the Minimum Contract Value.

(b) Notwithstanding the foregoing, if Customer terminates for an uncured breach of the Agreement by UKG, UKG shall refund Customer any pre-paid and unused fees for Services not delivered by UKG.

(c) In addition, upon the effective date of termination or expiration of this Agreement for any reason:

(i) Customer's right to access and use the Services shall be revoked;

(ii) No more than fifteen (15) days after termination, UKG will provide to Customer, at no charge to Customer, the Customer Content in the format then in use for the Services. After such time period, UKG shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;

(iii) 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

(iv) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

7. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

7.1 UKG represents and warrants to Customer that the Services, 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.

7.2 UKG' 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 Services 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 deficiency in writing, and providing UKG with evidence of such deficiency to enable UKG to reproduce or verify the same.

7.3 EXCEPT AS PROVIDED FOR IN THIS SECTION 7, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, 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. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED EXCEPT TO THE EXTENT PROHIBITED BY LAW. UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

8. INDEMNIFICATION

8.1 UKG shall defend Customer and its respective 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 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.

8.2 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 Services 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.

8.3 Customer shall defend UKG, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**UKG Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (b) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. UKG will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG 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 Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

8.4 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.

9. LIMITATION OF LIABILITY

9.1 EXCEPT FOR **UKG'S** INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, 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 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.

9.2 EXCEPT FOR **UKG'S** INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL **UKG** OR **UKG'S** SUPPLIERS 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.

10. CONFIDENTIAL INFORMATION

10.1 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.

10.2 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.

10.3 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.

11. GENERAL

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provisions. 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

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

11.7 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.

11.8 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 identified on an Order Form, nor any other future product in executing the Agreement.

DATED: _____

CUSTOMER:	UKG
BY:_____	BY: _____
NAME:_____	NAME:_____
TITLE: _____	TITLE: _____

APPENDIX 10 – SPD-SP044 TRADE SECRET AFFIDAVIT

TRADE SECRET STATUS AFFIDAVIT
STATE OF GEORGIA
REQUEST FOR PROPOSAL, REQUEST FOR QUOTE, or REQUEST FOR QUALIFIED CONTRACTOR
Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

All documents, data, letters and generated information received by the State constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...Information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with UKG Kronos Systems, LLC's response to the State of Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Sealed Proposal # 24-6833, Human Resource Information Systems and Related Products and Services are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- UKG Audited Financial Package
- Identity of past and present customers, including without limitation amounts of sales to such customers, individually and in the aggregate
- Information related to the ownership and owners of UKG Kronos Systems, LLC
- Pricing not disclosed in UKG Kronos Systems, LLC's response
- Confidential and proprietary information related to the solutions offered by UKG Kronos Systems, LLC

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to $1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that the State of Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

John Butler

[Signatory Name in Print]

Treasurer

[Signatory's Title]

UKG Kronos Systems, LLC

[Company Name]

Date: August 4, 2024

SUBSCRIBED AND SWORN BEFORE
ME ON THIS _ 4th __ DAY OF
August 2024, 202x.

Jonathan Edward Crotsley
NOTARY PUBLIC
My Commission Expires: 03/31/2025

JONATHAN EDWARD CROTSLEY
NOTARY PUBLIC
REGISTRATION # 7737033
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
03/31/2025

Jonathan E Crotsley

10/07/2021 Page 2 of 2 SPD-SP044

APPENDIX 11 – ADDENDUM ACKNOWLEDGEMENTS

Cobb County Addendum #1

COBB COUNTY
PURCHASING DEPARTMENT

122 Waddell Street NE
Marietta, Georgia 30060
phone: 770-528-8400 • fax: 770-528-8428

ADDENDUM NO. 1

Sealed Proposal # 24-6833
Request for Proposals
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

Date: July 18, 2024

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting on July 10, 2024**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

UKG Kronos Systems LLC. — Company Name

7/19/2024 — Date

Signature

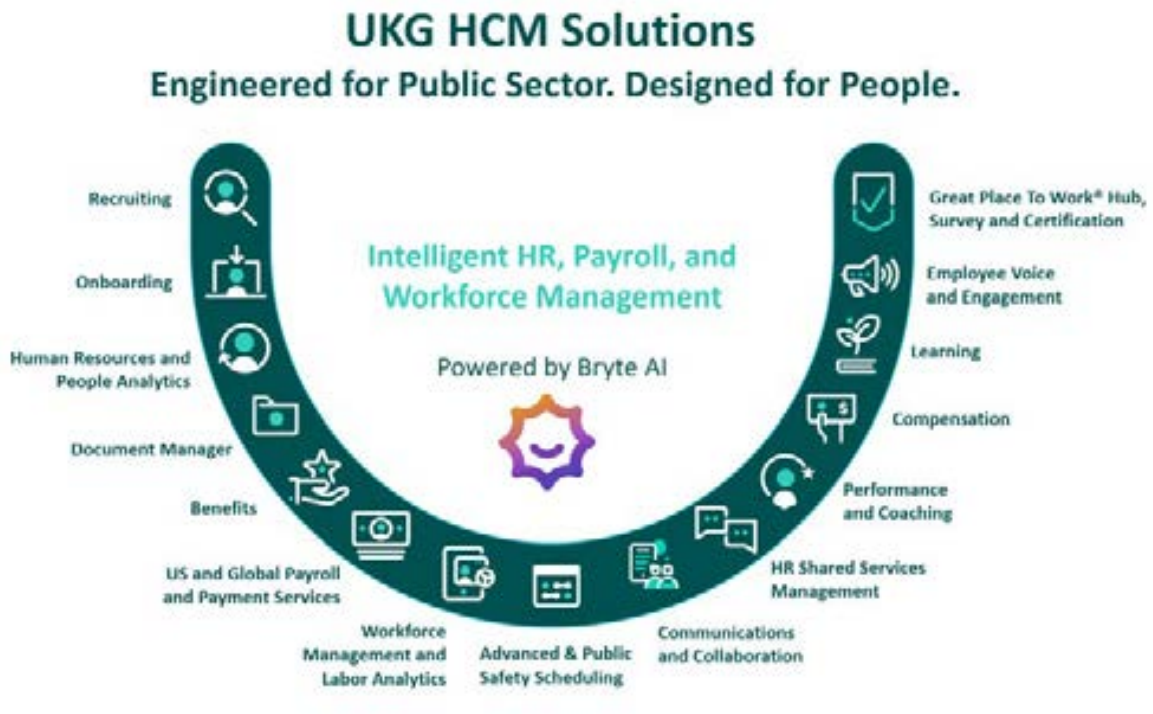
John Butler — Print Name

All proposals must be received before 12:00 (noon) by the Proposal Close date. Proposals shall be delivered to Cobb County Procurement Services Department, 122 Waddell Street, Marietta, GA 30060.

APPENDIX 12 – UKG SUPPORTING ATTACHMENTS

UKG Attachment 1 – UKG Product Overview

Ultimate Kronos Group (UKG) goes beyond traditional HCM software, offering an unparalleled solution that empowers participating agencies to boost employee experience, reduce manual processes, and stay compliant. Our comprehensive suite covers the entire employee lifecycle, from onboarding to retirement, encompassing human resources, payroll, and workforce management. UKG solutions excel in several key areas:



By combining these elements, UKG's Suite of Solutions helps participating agencies create a data-driven approach to building a positive work environment, fostering employee engagement, and achieving better business outcomes. UKG offers a best-of-breed solution that empowers participating agencies to efficiently support employees, reduce manual processes, and ensure compliance. Our hire-to-retire solutions, encompassing human resources, payroll, and workforce management functionalities, ensure maximum efficiency and empower your workforce.

Please see below for general product and functional overviews of UKG's suite of HCM solutions:

- **Human Resources**
- **Payroll**
- **HR Service Delivery**
- **Time**
- **Workforce Strategy Solutions**

Human Resources

Human Resources encompasses essential functions such as employee records, organizational data management, and analytics. It provides the framework for a participating agency to manage their workforce data efficiently, ensuring compliance with HR regulations, and supporting day-to-day HR operations. Employee and manager self-service connect employees to relevant information and resources they need to work more effectively.

- **Human Resources (People Center)** is designed to improve the work experience for HR, managers, and all employees. Here are some key features:
    - **Comprehensive Human Resources:** UKG Human Resources tracks all HR-related information about employees, including personal details, employment history, performance reviews, benefits choices, and time and labor data. Additionally, this record may be used to store custom fields and dates, asset assignments, work related injury data, certifications, licenses, and more.
    - **Engage Employees:** Employees have direct access to HR-related tools and data from any device. This improves productivity and engagement by providing timely information and access to self-service features.
    - **Timely Compliance Updates:** UKG helps participating agencies stay compliant with employment and payroll regulations, making it easier to record essential information for government reporting and analysis in the United States and territories.

- **Recruiting:** UKG Recruiting streamlines the talent acquisition process by automating job postings, candidate sourcing, and applicant tracking. It enables HR teams to efficiently identify, assess, and communicate with potential hires to select the best-fit candidates. This not only saves time and reduces manual effort, but also ensures a more effective recruitment process, leading to better hires and improved team performance.
    - **Inviting Candidate Experience:** The platform crafts an inviting candidate experience, making it easy for applicants to apply from any device while reflecting the participating agency's brand and culture. This seamless process encourages engagement and trust from the very first interaction but also makes the audience feel the ease of use and convenience, ensuring a comfortable and stress-free application process that reflects the participating agency's culture.
    - **Streamlined Talent Processes:** UKG Recruiting allows recruiters to keep pace with candidates at different stages within the recruiting pipeline. Intuitive talent analytics help continuously improve processes, ensuring efficient talent sourcing, tracking, and evaluation. Communications, including emails, collaborative interview scheduling, text messaging, and shared internal candidate evaluations and notes allow recruiters and hiring managers to stay in lock step during every phase of the recruitment process. Integrations for background checks, assessments, and more provide peace of mind that the recruiting process remains compliant with agency policies. The creation and

acceptance of offer letters is supported using branded templates, allowing the hiring team and candidate to have a fully electronic experience.

- **Onboarding:** Onboarding is a crucial part of the employee journey, and UKG's Onboarding tools play a significant role in creating a personalized and impactful connection for new hires. These modules simplify and automate the onboarding process, ensuring a smooth transition for new employees and rehires. HR teams can efficiently manage tasks such as collecting necessary documentation, completing compliance forms and custom agency documentation, and creating personalized welcome materials. With collaborative technologies, UKG Onboarding helps new hires connect to their agency in a way that is both personal and impactful, even before day one. This not only enhances the employee experience but also boosts productivity and engagement.

- **Position Control/Management:** Offers several key features to help agencies efficiently manage position changes while maintaining compliance and providing insight into staffing to make informed decision-making. Here are some highlights:
    - **Reporting Hierarchy Structure:** Establish a reporting hierarchy for positions that report to other positions.
    - **Managing Multiple Roles:** Easily manage employees working in multiple roles or positions within a single location.
    - **Simplified Relationships:** UKG simplifies relationships between jobs, positions, employees, and the overall organizational structure.
    - **Reduced Administrative Tasks:** Position control/management tools reduce manual administrative HR tasks, eliminating the need for manual position data entry.
    - **Real-Time Visibility:** Gain real-time visibility into position data for better informed, in-the-moment management and planning.
    - **Compliance Mitigation:** Align positions with necessary training and credentials to ensure adherence to federal, state, and local labor laws.

- **Benefits:** UKG Benefits simplifies the management of employee benefits programs. UKG Benefits allows administrators to manage new hire(s) and open enrollment, enable electronic submission and tracking of qualifying life events, calculate employee and employer contributions with effective dating, and provide self-service portals for employees to access and manage their benefit selections. This capability ensures accurate and efficient benefits management and supports employee well-being by helping them select the plan that fits their needs. Here are some key features:

- **Benefits Administrator Tools:** allows participating agencies to configure the solution to support diverse benefit programs, automate processes, and engage employees. Advanced configuration capabilities allow flexible plan design and benefits calculations. Effective communication with employees during enrollment simplifies administration.

- **Intuitive Enrollment Process:** enables employees to view and select benefits options via an intuitive shopping experience. They can set filtering preferences, compare plans side by side, edit beneficiary and dependent information, and gain a holistic view of their options. Passive enrollment is supported to assist employees who wish to make limited or no changes to their benefit elections.

- **Robust Reporting:** Multiple configurable reports are available to track new hire and open enrollment progress and trends, provide point-in-time benefit census data, and ease the burden of carrier billing reconciliation.

- **Affordable Care Act (ACA):** UKG ACA simplifies Affordable Care Act compliance by streamlining the collection of employees' hours, automating policies, and monitoring critical metrics. Here are some key features:
    - **Measurement Periods:** UKG ACA tracks measurement, administration, and stability periods. This informing administrators as employees become eligible or lose eligibility.
    - **Compliance Reporting:** Intuitive year-end processes simplified with auto-population of 1095-C and 1094 forms with up-to-date codes maintained by UKG. 1095-C forms are made available to employees electronically and may also be printed.

- **Performance Management:** UKG Performance tools provide targeted growth opportunities to employees, with a continuous, collaborative performance management experience that also delivers actionable insights for keeping your talent engaged. With UKG's employee performance management solution, you can assess individual or team performance, automate employee reviews, identify areas for improvement, and develop and retain top talent. Here are some highlights:
    - **Goal and Objective Setting:** The module provides an organized framework for aligning the participating agency's core objectives with individual goals. Users can measure their own success, track progress, and adjust goals and competencies as needed to fit workforce requirements.
    - **Competency Assessment and Development:** The platform assesses competencies and skills, helping employees develop and grow. It ensures alignment between individual capabilities and organizational needs.

- **Configurable Performance Reviews:** UKG's configurable templates allow administrators to determine the elements and workflow of a performance review for multiple groups:
  - Customize rating scales
  - Determine weights, averages, and final performance grade as desired
  - Identify multiple review participants, including peer, manager, and administrative contributors.
- **Incident Tracking:** Disciplinary actions and incident reports may be tracked within the UKG solution, providing visibility to the full talent history of an employee.
- **Reporting and Analytics:** Robust reporting tools allow HR professionals to gain insights into performance metrics, identify trends, enhancing transparency and accountability and make data-driven decisions.

- **UKG Succession Planning** supports creation and management of succession planning by tracking high-potential employees and succession plans for individuals and positions or jobs.

- **Learning** delivers and manages training and development programs. UKG Learning offers online courses, assessments, and certification tracking to enhance employee skills and knowledge. This capability ensures that employees have access to relevant courses, promoting professional development and tracking compliance. Here are some key features:
  - **Consumable, On-Demand Content:** Learning delivers engaging content that employees can access when and where it's convenient for them. This feature ensures that ongoing learning becomes an integral part of work.
  - **Tailored Learning Academy**: Participating agencies can quickly deploy a training academy with their unique branding and configure the solution to meet specific business needs. Customization is essential for effective learning experiences.
  - **Real-Time Insights:** Learning provides real-time insights into employee progress and course completion. This visibility helps participating agencies track learning outcomes and adjust strategies as needed.

- **Compensation** allows participating agencies to create compensation plans, reward employees thoughtfully, and align individual contributions with business performance. Utilizing configurable merit matrices, UKG Compensation provides visibility into proposed salary changes and/or one-time payouts, allowing leadership to evaluate current and future compensation, compa-ratios, and performance rankings in one editable experience. Workflow of approvals moves these proposed changes through the appropriate channels, culminating in effective dated pay changes that streamline the compensation evaluation process through to payroll.

Payroll

Using UKG's automated payroll solution, you can streamline payroll processing to increase productivity, improve payroll accuracy, and gain greater control of your payroll processes – in house and on your schedule.

- **Flexible Configuration**: UKG solutions provide access to earning and deduction settings, allowing on-the-fly configuration and modification as needed. Multiple pay cycles are supported, allowing each employee group to be processed on the participating agency's schedule. Off cycle and manual checks may also be issued as needed.
- **AI-powered Recommendations:** The platform offers advanced tools to enhance payroll management by proactively identifying and resolving errors. Prior payroll comparisons, variance reporting, and other proactive alerts allow payroll administrators to focus on anomalies rather than cross-checking each pay statement.
- **Robust Reporting:** Reporting is crucial to delivering accurate pay statements. UKG Payroll allows administrators real-time insights into their payroll data at every stage of the process, from initiation to post-payroll reporting. General ledger data is passed to the participating agency's accounting system in the proper format and is also available for reporting within the UKG solution.
- **Payment Services:** UKG provides payment services to include check printing and mailing, direct deposit file submission, tax filing and fund disbursement, and wage attachment fund disbursement.

HR Service Delivery

HR Service Delivery is a comprehensive solution that lets HR Teams execute a sophisticated strategy for people operations and document management.

- **People Assist Knowledgebase:** This employee self-service portal empowers employees to find answers to HR questions, access agency policies and handbooks, and search or browse through agency created Articles. This reduces the burden on HR for basic inquiries and allows employees to access information on their own schedule. Articles may be limited to a select audience, ensuring that employees only see information relevant to their role.

- **People Assist:** With People Assist, agencies can deploy an automated case management and knowledge management platform with support for complex business processes, while gaining critical operational insights.
    - **Knowledgebase:** It provides employees with tailored guidance in the form of highly customized knowledge base articles and quick personalized customer service with self-service options. This employee self-service portal empowers employees to find answers to HR questions, access agency policies and handbooks, and search or browse through agency created Articles. This reduces the burden on HR for basic inquiries and allows employees to access information on their own schedule. Articles may be limited to a select audience, ensuring that employees only see information relevant to their role.
    - **Process Automation:** Create configurable processes to include assignable tasks, forms, and approvals. Use conditional workflows to automatically route items to appropriate parties, ensuring efficient and complete workforce processes.

- **Document Manager:** With Document Manager, participating agencies can deploy a sophisticated document management platform where they can manage certifications, licenses, forms, and media files across the workforce while complying with legal requests, government regulations, and data retention guidelines. It enables employees to acknowledge and sign documents while also delivering document management notifications and reminders.
    - **Smart Document Generation:** This automates the creation of personalized documents based on templates. Fill in the blanks with relevant data, and the system generates a polished document, saving HR time and ensuring consistency.
    - **eSignature:** This allows for electronic signatures on important documents. No more printing, signing, scanning, and emailing – get approvals quickly and securely online.

- **HR Compliance Assist:** This knowledge portal helps participating agencies navigate the complexities of HR data compliance on a global scale.

Workforce Management

Workforce Management solution designed to optimize control over labor costs, manage leave, improve scheduling efficiency, and ensure they have the right people in the right place at the right time. Here's a breakdown of how UKG helps with each aspect.

- **Time:**
    - **Data Collection (Terminals):** UKG offers devices that engage your employees with an easy-to-use interface. Our innovative timekeeping terminals capture time using an embedded card reader with one of many supported badge or card formats. Advanced technology supports touch-free convenience, and optional biometric authentication prevents time theft. The large, responsive capacitive touchscreen offers user-friendly self-service capabilities for employees to submit transfers, view schedules, submit requests and more.
    - **Timekeeping:** UKG's timekeeping solutions play a crucial role in workforce management by assisting participating agencies take care of your workforce. UKG tools that help you build a culture of belonging, provide guidance and offer autonomy while also fostering organizational adaptability. Our timekeeping solutions help customers:
    - **Engagement and Self-Service:** Our tools enhance engagement and empower employees through self-service features.
    - **Accurate Time Tracking:** Whether for hourly or salaried employees, UKG captures and calculates time with precision.
    - **Error Reduction:** Automated time tracking helps flag exceptions and minimize payroll errors.
    - **Complex Pay Rules:** Configurable parameters accommodate complex work environments, government policies, and union agreements.
    - **Project and Labor Allocation:** Allocate time to specific grants, projects, and labor categories. This includes monitor project-specific time spent by employees, helping with cost allocation, grant, and project budgeting.
    - **Regulatory Compliance:** UKG ensures compliance with guidelines such as FLSA by adjusting pay rules, meal-break guidelines, and employee attestations.
    - **Inclusivity:** Our solutions meet WCAG 2.0 Level AA accessibility guidelines.
    - **Overtime Management:** Set alerts and controls to manage overtime costs and ensure compliance with labor laws.
    - **Fatigue Management:** Real-time analytics allow participating agencies to gain visibility into fatigue patterns and data to help reduce burnout, avoid compliance violations, and increase productivity.

- **Absence Management:**
    - **Absence Management:** Absence Management is built to manage leave and attendance efficiently. It automates processes such as automating accrual policies, submitting and approving time off request, requesting a leave of absence, checking FMLA eligibility, and more. This solution helps participating agencies lower costs, maintain productivity, and stay compliant with labor laws and regulations. Here are its key features:
    - **Accruals Management:** Accurately calculate and deduct paid time off based on your paid time off policies. Accrual balances are calculated in real-time and balances can be readily visible to employees using a timekeeping terminal, mobile device, tablet or computer. Takings are automatically calculated and rules such as taking limits are enforced through configurable policies. Leave Liability detail is always current because calculations are based on time worked and deducted as soon as they are entered and saved in the system.
    - **Attendance Management:** Functionality designed to manage incidental absences and align to organizational policies and union collective bargaining agreements. Attendance Management in the UKG solution relieves administrative burdens, provides visibility to all stakeholders, and helps maintain compliance across the agency. Fair and consistent administration of your policies and CBAs ensures all employees are treated equitably. Frontline supervisors receive notifications when employees have been excessively tardy, leaving early or developed patterns of absenteeism. Additionally, employees are recognized and actions taken to reward perfect attendance in accordance with your policies. Automation using the UKG solution removes discretion and subjectivity.
    - **Leave Management:** Assists customers required to meet compliance regulations associated with the administration of Federal, State and local policies running concurrently or consecutively with organizational programs. Ensure compliance by checking eligibility based on leave reasons and types, generating appropriate paperwork, and notifications to follow-up on documents that may be past due. Tracking of intermittent leave takings and notifications of excessive takings are automated for HR's visibility and controls regarding excessive frequency and duration of leave. Accurate leave management ensures time is taken according to policies and employee rights are respected.

- **Scheduling:**
    - **Scheduling:** UKG Scheduling provides participating agencies with efficient tools to manage employee schedules, optimize workforce allocation, and streamline staffing processes. Whether it's creating shifts, handling shift swaps, or ensuring proper coverage, UKG Scheduling helps participating agencies maintain productivity and balance employee well-being. Here are some key features:
    - **Basic Scheduling:** Create simple schedules for teams with predictable work patterns.

- **Scheduler:** Build more complex schedules with features like skill-based scheduling, availability management, shift swapping, and conflict resolution.
- **Advanced Scheduling:** Leverage AI and machine learning for optimized scheduling based on forecasts, historical data, and employee preferences.
- **Healthcare Scheduling:** Manage complex scheduling needs specific to healthcare staffing, including on-call scheduling, skills-based matching, and shift swaps.
- **Public Safety Scheduling:** Use the UKG rules-based solution assists in creating employee schedules that align qualifications, certifications, and availability with staffing demands while adhering to agency policies, labor agreements, and HR rules. Optimize the scheduling, communications, and deployment of public safety personnel and other critical resources. Features and benefits include:
  - **Accurate roster and personnel scheduling:** The UKG solution empowers participating agencies to prebuild schedules and rosters. Track employee certifications and qualifications. Automatically relay scheduling communications. You can also support different business and union rules for various departments, ensuring staffing decisions are always validated against rules.
- **Overtime Management:** Objective, rules-based assignment of overtime. Overtime positions are automatically assigned based on rules you configure. Employees are listed objectively in entitlement order, and all employee overtime activity is tracked for auditing purposes.
- **Integrated communication:** Scheduling and communication functionality is integrated in the UKG solution, thus eliminating manual phone calls and expediting scheduling. The right employees are contacted in the right order, and all communications are automatically tracked.
- **Improved productivity:** Automate position, shift and vacation bidding. Free supervisors and administrative personnel by ensuring fair and accurate auctions. Configurable queue bids or preference bids ensure you conform to applicable department policies and union rules.
- **Improved emergency response:** Identify and contact certified, qualified and available employees by phone, text and email for quick scheduling and deployment. Vacant positions are automatically filled. The UKG solution also tracks hours related to emergency response and prepopulates the built-in FEMA report for faster completion, submission and reimbursement.

- **Activities:**
  - UKG Pro Workforce Management Activities is a powerful solution that addresses the challenges of tracking labor against activities. With a focus on people in everything it does, UKG's Workforce Management Activities for participating agencies to gain real-

time visibility into organizational data to power more intelligent decision making, optimize efficiency, increase employee productivity, and ultimately improve operational performance. Here's how it benefits participating agencies:

- **Key Benefits for Managers:**
  - Identify and deploy your most productive performers
  - Gain real-time visibility into items that are a work in progress
  - Streamline operations by identifying and removing bottlenecks
  - Quickly reallocate and optimize critical labor resources to meet production deadlines
  - Assess critical KPIs such as productivity, efficiency, and direct vs. indirect time
  - Simplify system interaction with the logical guided workflow for your people with pre-built templates
  - Develop accurate labor standards by understanding variances between actual and standard performance
  - Automate reconciliation of labor hours to payroll
- **Key Features of UKG Activities:**
  - Stay in sync with external Enterprise Resource Planning (ERP) systems through bi-directional interface capabilities providing seamless communication and preserving data integrity. Improved accuracy by introducing logic to show only necessary fields with Smart Forms
  - Robust API integration powered by Boomi with easier access to API set expansions
  - Accurate activity selection with new business structure framework
  - Activity data directly integrated into employee timecard
  - Activity exceptions highlight relevant missing data such as orphan, idle, or missing result
  - 3rd party integration with ERP systems which only sends and receives what is relevant or changed
  - Enables employees to view and track relevant, tailored information to their specific role and location on the device of their choice
  - Visibility into allocated versus actual hours

- **Forecasting:**
    - **Forecasting** informs effective scheduling by making accurate and timely predictions. Its self-tuning and patented Machine Learning (ML) algorithm automatically learns from trends and data unique to each participating agencies. With unprecedented forecast accuracy, it identifies validated patterns, creates best-fit schedules, and optimizes workforce planning. Here are some key features:
    - **Demand Forecasting:** Predict future staffing needs based on historical data, sales trends, and upcoming events.
    - **Labor Cost Forecasting:** Estimate future labor costs based on projected staffing needs and labor rates.

- **Strategic Workforce Planning:**
    - **Strategic Workforce Planning** helps participating agencies predict, analyze, and address gaps between their current frontline workforce and future human capital needs. It accurately calculates long-term workforce requirements, facilitates effective decision-making, and promotes participating agencies alignment and agility. Here are some key features:
    - **Skills Gap Analysis:** Identify gaps between current employee skills and future business needs.
    - **Workforce Modeling:** Simulate different workforce scenarios to make informed decisions about staffing levels and strategies.

Workforce Strategy Solutions

These strategic solutions go beyond just core HR, Payroll and Workforce Management functionalities and delve into creating a positive work environment while leveraging data for better decision-making. Here's how each element contributes:

- **Great Place to Work:**
    - **Hub:** This is a data-driven platform that analyzes your HR data and employee sentiment surveys (potentially including the annual Great Place to Work Trust Index survey). It provides insights, recommendations, and best practices to help you build a culture of trust, belonging, and high performance.
    - **Best Practices & Benchmarks:** leverages the vast amount of data from Great Place to Work to provide industry-specific benchmarks and best practices. This allows participating agencies to compare their agency's culture to similar agencies and identify areas for improvement.

- **HR and Payroll Resource Library:**
    - UKG customers have access to the HR and Payroll Resource Library, a searchable database containing legislative updates, easy to understand breakdowns of labor standards, and hundreds of benchmarks, checklists, forms, and sample policies. This database is updated daily and provides key compliance information to help minimize risk and reduce administrative task time around employment policy.

- **Employee Voice:**
    - Employee Voice is a survey and analysis tool that utilizes Natural Language Processing to streamline the collection and analysis of employee feedback. Surveys may be fully anonymous or confidential, giving employees peace of mind as they respond to surveys that touch every stage of the employee life cycle: 30-, 60-, or 90-day check-ins, engagement, pulse, onboarding and exit surveys, and more. Results may be processed in seconds, allowing participating agencies to be agile in collecting and responding to priority issues affecting their human capital. Here are some key features:
    - **Multilingual Support:** It can handle over 130 languages and provides automated translation of responses.
    - **Emotion Interpretation:** Using Natural Language Processing, Employee Voice interprets more than 15 emotions and identifies 70 themes and topics.
    - **Content and Templates:** In addition to in-house content, it includes 30 survey templates, a vast question library, and industry benchmarks developed by Mercer. These benchmarks cover various sectors, including High Tech, Manufacturing, Financial Services, Energy, Retail, Life Sciences, Health Care, Consulting & Professional Services, Government & Public Administration, Education & Research, Hospitality,

Telecommunications & Wireless & Broadband, Real Estate & Rental & Leasing, Consumer Products, and Transportation.

- **Analytics:**
  - Provides robust analytics tools to analyze and interpret your HR, Payroll and Workforce Management data. This can include data on employee engagement, performance, turnover, labor, and more. You can use these insights to identify trends, track progress toward goals, and make data-driven decisions.

- **Talk:**
  - This communication and collaboration tools facilitate open communication between employees and managers. This can help foster a sense of belonging and empower employees to share their ideas and concerns. Talk allows users to post announcements, take polls, promote events and track anticipated attendance, engage in group conversations, and allow one-on-one chats. Talk uses translation features to enable communication between users who may prefer different languages.

- **Bryte AI:**
  - Bryte AI is an artificial intelligence engine that uses machine learning to analyze data and provide personalized recommendations. Bryte is a generative AI-powered sidekick that makes the hard things easy, helps you and your people feel more connected, and shines a light on insights that transform the way you make decisions.
  - **AI Assisted Search:** Discover meaningful insights as Bryte AI delivers answers to workplace questions instantly.
  - **Employee Insights:** Keep frontline workers connected with insights into teams, schedules, and workplace happenings.
  - **Great Place to Work Leadership Recommendations:** Create actionable steps based on Great Place To Work resources, best practices, guides, articles, and more.

- **Employee Engagement:**
  - Employee Engagement encompasses a variety of tools and resources aimed at boosting employee Satisfaction and commitment. Some examples include:
  - **Recognition and Rewards Programs:** Acknowledging and rewarding employees for their contributions and achievements.
  - **Learning and Development Opportunities:** Providing training, skill-building, and growth opportunities.

- **Employee Wellness Programs:** Initiatives that promote physical, mental, and emotional well-being.
- **Goal Setting and Performance Management Tools:** Tools to set objectives, track progress, and evaluate performance.

- **Thought Leadership:**
  - Offers public sector industry experts and resources, as well as expertise to build a great place to work. This might include articles, webinars, or conferences focused on fostering employee engagement, diversity, and inclusion.

UKG Attachment 2 – UKG Public Sector Cobranded Collateral FY24

OMNIA Partners

Public Sector Government Purchasing Alliance

A better way to purchase technology

UKG is on a mission to inspire every organization to become a great place to work with technology built for all. Human capital management and workforce management solutions are an effective way to handle the entire employee lifecycle from recruitment to retirement. But, going out to bid for a technology solution can be a time-consuming process or the idea of an RFP may force you to forgo the project entirely.

With OMNIA Partners, there's no cost to participate, no cost to register, no commitments, and no minimum orders.

Does this contract satisfy my procurement process?

All agreements offered through OMNIA Partners have been awarded via a thorough request for proposal (RFP) competitive solicitation by a public agency/governmental entity. The lead agencies that currently solicit and award cooperative contracts are considered the most elite procurement teams in the nation.

Can I see copies of all the bidding documents?

All documents related to the solicitation process can be found online at https://www.omniapartners.com/publicsector/suppliers/ukg

Is the pricing competitive?

The pricing available via OMNIA Partners is the best available pricing for participating public agencies.

Accelerated timeline

Proven track record

Cost-saving benefits

Key Benefits

Gain access to solutions that meet the needs of organizations of all sizes

Choose a vendor with a proven track record in the public sector

Take advantage of competitive pricing through open solicitation

Eliminate the need for RFPs and accelerate the procurement process

Save taxpayer money — no fees to register



Lead Agency: Cobb County, GA
Contract Numbers: 18220, 18221

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DIY0186

Exhibit "A-1"

Modifications to Exhibit "A"

Exhibit "A-1"

Modifications to Exhibit "A"

Exhibit "B" Contractor's Bid/Proposal contained certain exceptions to the requirements of **Exhibit "A" Owner's Request for Proposal**. Some of the exceptions are accepted and others are not. Language that is struck through is not accepted. The remainder is accepted with the additional language that is underlined:

General
All references to "subcontractors" throughout the Contract will be deemed to be references to those third parties specifically and exclusively engaged for the provision of professional, implementation or training services pursuant to this Contract, and "subcontract" means a written agreement between UKG and such subcontractor to provide such services. For the avoidance of doubt, UKG's use of third parties to supply software, infrastructure or other services to run its subscription services in general, and not solely for providing services under this Contract is not a subcontracting arrangement.

Section VII. Patent Indemnity
Please refer to UKG EULA provided as part of UKG's response for patent and intellectual property infringement indemnification.

Section IX. Insurance
Please see redlines and comments to Cobb County's Required Terms and Conditions provided as part of UKG's response. Provisions to be conformed to UKG's actual insurance coverage.

Section XIII. Contract
Please see redlines and comments to Cobb County's Required Terms and Conditions provided as part of UKG's response.

Section XIV. Delivery Failures
UKG takes exception to this requirement and expects that the protections afforded Cobb County and Participating Public Agencies in the Cobb County Required Terms and Conditions and UKG's EULA will otherwise suffice.

Section XVII. Default
All remedies available to Cobb County and Participating Public Agencies are subject to the limitations of liability set forth in UKG's EULA.

Section XVIII. Disputes
UKG must retain the right to appeal any decision by the Procurement Services Director.

Sections XXVII. Indemnification and XXVIII. Indemnification/Hold Harmless
UKG takes exception to these provisions to the extent they are more broad than the indemnification obligations found in UKG's EULA.

Section XXIX. Confidentiality
Please see UKG's affidavit declaring specific information to be exempt from disclosure under Georgia's Open Records Act.

Section XXXIII. Termination for Convenience
UKG requests 90 days prior written notice should the County wish to terminate the Contract for convenience.

Exhibit "B"

Owner's Request for Proposal

Cobb County...Expect the Best!

COBB COUNTY PROCUREMENT SERVICES DEPARTMENT
122 Waddell Street, NE
Marietta, Georgia 30060
(770) 528-8400 /Fax: (770) 528-8428
Email: procurementservices@cobbcounty.org
www.cobbcounty.org/procurement-services

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL proposals ***MUST*** be received at the Cobb County Procurement Services Department.

PROPOSALS MUST BE RECEIVED BEFORE 12:00 (NOON) ON CLOSING DAY

Any proposal received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Proposals are to be mailed or delivered to:

COBB COUNTY PROCUREMENT SERVICES DEPARTMENT
122 WADDELL STREET, NE
MARIETTA, GA 30060

All proposals shall be submitted on the Proposal Form. Any revisions made on the outside of the envelope *WILL NOT* be considered.

PLEASE CHECK proposal specifications and advertisement for document requirements.

Documents/Forms listed below ***MUST*** be submitted when required.
Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE.**

PROPOSAL SUBMITTAL FORM (REQUIRED)
- *Official Signature is required on this form guaranteeing the quotation.*

CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A (REQUIRED)
- *Affidavit **MUST** be signed, notarized and submitted with any proposal requiring the performance of physical services. If the affidavit is not submitted at the time of the proposal, proposal will be determined non-responsive and will be disqualified.*

BID BOND (NOT REQUIRED)

A **"SEALED PROPOSAL LABEL"** has been enclosed to affix to your proposal. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a "NO PROPOSAL" response**. Failure to attach the label may result in your proposal being opened in error or not routed to the proper location for consideration. No proposal will be accepted after the date and time specified.

Thank you in advance for your cooperation.

PROPOSAL SUBMITTAL FORM

SUBMIT PROPOSAL TO:
Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, GA 30060

SEALED PROPOSAL #: 24-6833
Request for Proposals
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

DELIVERY DEADLINE: August 8, 2024 BEFORE 12:00 P.M. (NOON) EST
(NO PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Proposal Closing Date: August 8, 2024 @ 2:00 P.M. in the Cobb County Procurement Services Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

_____ _____
PRINT/TYPE NAME TITLE

TELEPHONE: _____ FAX: _____

PROPOSER WILL INDICATE TIME PAYMENT DISCOUNT: _____

PROPOSER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)

_____

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

Proposals received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all proposals, to waive informalities, to reject portions of the proposal, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the State of Georgia.

The enclosed (or attached) proposal is in response to Sealed Proposal Number **24-6833**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned proposer. This offer shall remain open for acceptance for a period of 90 calendar days from the proposal opening date, as set forth in this invitation to proposal unless otherwise specified in the proposal documents.

NOTICE TO PROPOSERS - PROPOSAL QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED PROPOSAL LABEL

SEALED PROPOSAL ENCLOSED

DELIVER TO:
Cobb County Procurement Services
122 Waddell Street NE
Marietta, GA 30060

SEALED PROPOSAL # 24 - 6833 **DATE: August 8, 2024**

PROPOSALS MUST BE RECEIVED BEFORE 12:00 P.M. (NOON)

DESCRIPTION: Human Resource Information Systems and Related Products and Services

VENDOR: _____

LABEL *MUST* BE ATTACHED TO OUTSIDE OF PROPOSAL PACKAGE

Cobb County...Expect the Best!

"STATEMENT OF NO PROPOSAL"

COBB COUNTY PROCUREMENT SERVICES DEPARTMENT
122 WADDELL STREET NE
MARIETTA, GA 30060

TO ALL PROSPECTIVE VENDORS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail proposals to those vendors who may no longer be interested in participating in our Request for Proposals (RFP) process.

If you do not choose to respond to the attached RFP, please fill out the form below indicating if you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a proposal or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to submit a proposal will often return the entire solicitation packet. This is not necessary, and you can return this completed form to procurementservices@cobbcounty.org.

Thank you for your cooperation.
Cobb County Procurement Services Department

"STATEMENT OF NO PROPOSAL"
Sealed Proposal # 24-6833
Request for Proposals
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

If you do not wish to respond to the attached Request for Proposals, **please complete this form and send to procurementservices@cobbcounty.org or by Fax to 770-528-8428**

I do not wish to submit a proposal on this solicitation.

I wish to be retained on the vendor list for this commodity and/or service: Yes_____ No ____

Please PRINT the following:

_____ _____
Company Representative

You are invited to list reasons for your decision not to submit a proposal: _____

_____

_____

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

Proposal Closing Date: August 8, 2024

Pre-Proposal Conference: July 10, 2024 @ 2:00 PM (E.S.T.)
Virtual (via Cisco Webex)
Meeting Link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m85412ac136835cfb989130e94d0a309f
Meeting Number (Access Code): 2315 366 8267
Meeting Password: 589mMc8MQYV

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 P.M. (Noon) By the Proposal Closing Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, 1 COPY, AND FIVE (5) IDENTICAL ELECTRONIC COPIES ON FLASH DRIVE(S) OF PROPOSAL
(UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)

NAME: _____

ADDRESS: _____

_____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposals or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



Cobb County...Expect the Best!

COMPETITIVE SOLICITATION

BY COBB COUNTY, GA

FOR

HUMAN RESOURCE INFORMATION SYSTEMS

AND RELATED PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES AND MADE AVAILABLE THROUGH OMNIA PARTNERS

RFP

SEALED PROPOSAL #24-6833

OVERVIEW

MASTER AGREEMENT

Cobb County, GA (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement (the form for which is attached and incorporated herein) for a complete line of Human Resource Information Systems and Related Products and Services (herein "Products and Services"). Each Supplier awarded an item under this solicitation may offer their complete product and service offering/balance of line for Products and Services. Pricing for complete product and service offering will be determined by a percentage discount off the Supplier's retail price list. The pricing percentage discount offered must be entered in a Complete Product and Service Offering section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements. Although the below may reflect the needs and requirements of Cobb County, GA, OMNIA Partners Participating Public Agencies may have different requirements.

OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Qualified suppliers are expected to propose the broadest possible selection of HUMAN RESOURCE INFORMATION SYSTEMS AND RELATED PRODUCTS AND SERVICES they offer. Enterprise Resource Planning (ERP) Systems which have a Human Capital Management (HCM) or Human Resource Information System (HRIS) component will not be considered for this Request for Proposals (RFP). The intent of this proposal is to contract for a standalone Human Resource Information System or Human Capital Management System solution and to provide Participating Public Agencies with a full range of solutions to meet their needs. Therefore, the proposer shall have demonstrated experience in providing the products and services as defined in this RFP, including but not limited to, a Human Resource Information System that is able to perform most of the following functions:

- **Employee Information Management:** Maintain a database of employee information, including personal details, contact information, job history, qualifications, performance evaluation, and training records.
- **Recruitment and Applicant Tracking:** Manage the recruitment process, including job postings, applicant tracking, resume parsing, candidate evaluation, and communication with candidates.
- **Onboarding and Offboarding**: Facilitate the onboarding process for new hires, including document management, orientation schedules, training assignments, and integration into the

organization. Also, manage the offboarding task such as exit interviews, clearance procedures and exit documentation.

- **Attendance and Leave Management:** Track employee attendance, work hours, overtime, leaves (vacation, sick leave, etc.) and manage leave requests, approvals and balances.
- **Payroll and Benefits Administration:** Calculate and process employee salaries, bonuses, deductions, taxes, and benefits. Generate payroll reports, pay slips, and manage benefits enrollment and administration.
- **Performance Management:** Set goals, conduct performance appraisals, provide feedback, track progress, identify training needs, and manage performance improvement plans.
- **Training and Development:** Plan, schedule, and track employee training programs, certifications, workshops, and other development activities. Maintain training records and evaluate training effectiveness.
- **Compliance and Legal Requirements:** Ensure compliance with labor laws, regulations, and agency policies. Manage employee contracts, agreements, disciplinary actions, and legal documentations.
- **Employee Self-Service:** Provide employees with self-service portals to update personal information, view pay stubs, apply for leaves, access training materials, and communicate with HR.
- **Analytics and Reporting:** Generate HR analytics, reports, dashboards, and insights to monitor key metrics, trends, and performance indicators. Use data for decision-making, planning, and strategic HR initiatives.
- **Integration and Security:** Integrate with other systems such as Accounting, ERP, Time and Attendance, and ensure data security, privacy and compliance with data protection regulations.
- **Mobile Accessibility:** Provide mobile-friendly access to HRIS functionalities for remote and on-the-go employees, managers, and HR professionals.

New equipment, products and services may be added throughout the contract term by submitting additions for consideration by the County. If approved, all additions shall be treated as if contained herein.

NATIONAL CONTRACT

Cobb County, GA, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Cobb County, GA, is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

Cobb County, GA, anticipates spending approximately $1,500,000.00 over the full potential Master Agreement term for Human Resource Information Software and Related Products and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Human Resource Information Systems and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately $200 million. This projection is based on the current annual volumes among Cobb County, GA, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

MULTIPLE AWARDS

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Cobb County, GA reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County and Participating Public Agencies as a result of this solicitation.

EVALUATION OF PROPOSALS

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

ADDITIONAL AGREEMENTS

End User License Agreement(s) or EULA(s), Term of Service "TOS", or Service Agreements are standard contract documents or terms or conditions governing a Participating Agency's access to, use of, or deployment of certain software or services awarded vendor supplies hereunder, directly, or indirectly, and that a Participating Agency may be required to execute or agree to in connection with its use of the same. Participating Agencies may negotiate EULAs or TOSs with the applicable awarded vendor or OEM software provider/publisher and/or service provider even if this solicitation is awarded to a distributor.

SURVIVAL CLAUSE

All applicable End User License Agreement(s) or EULA(s), Terms of Services "TOS", or Service Agreements that are entered into between Cobb County, GA and Supplier(s), or Participating Agency and Supplier(s), under the terms and conditions of the contract, shall survive expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of one year.

REQUEST FOR PROPOSAL
TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS,
AND RELATED PORDUCTS AND SERVICES
SEALED BID #24-6833

1. INTRODUCTION

Cobb County Government is seeking sealed proposals from qualified suppliers for HUMAN RESOURCE INFORMATION SYSTEMS AND RELATED PRODUCTS AND SERVCES on behalf of itself, and all states, local governments, school districts, and higher education institutes in the United States of America, and other governmental agencies and nonprofit organizations. The terms bid and proposals may be used interchangeably but responsive proposals will be evaluated using a Best Value method. Suppliers that are nationally recognized and qualified are expected to propose a broad selection of Human Resource Information Systems and Related Products and Services that they offer commercially. Suppliers submitting proposals shall demonstrate that they possess the necessary qualifications.

2. OBJECTIVES

a. Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies.
b. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies.
c. Achieve cost savings for the Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.
d. Combine the volumes of Participating Public Agencies to achieve cost effective pricing.
e. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.

3. CONTRACT TERM

a. The contract shall be for a period of forty-eight months and shall commence on the date of award.
b. The contract may be renewed, at the discretion of Cobb County Government and upon written agreement by the vendor, for three (3) additional periods of twelve months each. However, the duration of the contract shall not exceed seven (7) years including the exercise of any options. The anticipated full term of the contract is seven (7) years. The Supplier shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven (7) years.
c. Proposals in response to this RFP shall be valid for a period of one-hundred and eighty (180) days after the proposal due date and time.

Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. § 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the vendor within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

4. PRICING

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changed to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s). Discounts proposed shall remain throughout the term of the contract and at all renewal options.

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Procurement Services Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competition pricing lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if applicable, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. If products and services are provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to, the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

5. PROPOSAL CONTENTS

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and the unnecessary marketing statements and materials be avoided. The proposal shall consist of the sections outlined and organized in the manner set forth below, separated, and appropriately titled. Responses for each proposal section and requirement listed below must be clearly stated. Any additional relevant information may be placed in appendices.

5.1 Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

5.2 Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

5.3 Company Background/Profile

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.
b. Date business was established under current name.
c. Size of company including the total number of employees.
d. Type of ownership or legal structure of business
e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.
h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

5.4 Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information:

a. Scope of services/contract description.
b. Dollar value of contract.
c. Assigned project personnel.
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

5.5 Product Information/Service Capability

Provide detailed information on service capabilities of your offering. This information shall detail how the Supplier's solution meets the requirements of this RFP.

a. Detail how supplier is currently in compliance with all relevant regulations for the HR software market. Provide documentation of appropriate certifications and licenses, if applicable.
b. Demonstrate how Software is implemented, what training curriculum's entail, and what the implementation process entails.
c. Provide a list of any third-party suppliers that might be utilized during implementation and any third-party terms and conditions that would apply.
d. Provide detailed information on training capabilities for your offering.
e. Provide a list of the top software and programs Supplier's offering can integrate with.
f. Provide any multi-factor authentication features, if applicable.
g. Provide a list of Distributors, if applicable.
h. Detail the process for software migration and the parties that will be involved.
i. Detail the process for software upgrades and the parties that will be involved.
j. Detail what technical support is provided for the life of the product and how service issues will be handled.

5.6 Pricing

Suppliers shall provide a detailed breakdown of the price per user/license for the proposed system(s).

a. Provide details of and propose additional discounts for large number of users, minimum user, rebates or additional discounts (if offered).
b. Provide costs for migration.

c. Provide costs to upgrade software.
d. Provide any training costs.
e. Provide any implementation costs.
f. Provide payment methods and terms.
g. Provide any technical support fees.
h. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience fee, if allowable, per the Visa Operating Regulations.

5.7 Value Add

Provide any value-added services or offerings.

5.8 Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.
b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.
c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

5.9 National Contract

a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.
b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

6. EVALUATION CRITERIA

Proposals will be evaluated based on information presented in the proposal package and on an analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the qualifications of any Proposer.

Proposal will be evaluated based on the following criteria:

a. Relevant Experience/Performance including References. Experiences with Cobb County and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.
b. Product Options/Variety/Availability and Service Capability
c. Financial Stability

   Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will be considered for award.
d. Price
e. Response to the National Program (including detailed response to Attachment A, Requirements for National Cooperative Contract to be Administered by OMNIA Partners, Public Sector)

To comprehensively evaluate the proposals received, the County may seek additional information or clarification from one or more of the Suppliers. Exclusive or concurrent negotiations may be conducted with responsible Supplier(s) for the purpose of altering or otherwise changing the conditions, terms, and price of the proposed contract unless prohibited.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/procurement-services), and on the Georgia Procurement Registry, and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc., shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on July 17, 2024,** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, GA 30060
Fax: 770-528-8428
Email: procurementservices@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Procurement Services web site: www.cobbcounty.org/procurement-services Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Procurement Services Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales and use tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified with the appropriate affidavit as required by the Georgia Open Records Act. Marking an entire proposal as proprietary will be neither accepted nor honored.

Each Proposer is required to keep the contents of their proposal confidential once it is submitted until the award to the successful Proposer is made. Releasing any information regarding the proposal to third parties or the media prior to the conclusion of the selection process will be immediate grounds for the County to reject the proposal as non-responsive.

V. Withdraw Proposal Due to Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if proposer elects to withdraw its proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances, or intellectual property furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Bid, Payment & Performance Bonds – Not Required

IX. Insurance

A. Requirement: Vendor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Vendor, its agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance: During the term of this Agreement, Contactor shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
2. Commercial Automobile Liability (owned, non-owned and hired): $1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of $1,000,000 per occurrence or disease.
4. Professional Liability, Technology Errors and Omissions, and Cyber Insurance Coverage: $2,000,000 per claim and $4,000,000 in the aggregate is required, in the event that Vendor is performing design, engineering, or other professional services.
5. Professional Liability (Errors and Omissions) and Coverage: $2,000,000 per claim and $4,000,000 in the aggregate. Vendor shall maintain Technology Errors and Omissions Insurance, which must include coverage Multimedia Liability, Privacy Liability, Network Security Liability, Breach Costs Coverage (including Notification, Credit Monitoring, Forensics, Public Relations), and Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach.
    a) Technology Errors and Omissions insurance must cover liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render (1) all services promised, including but not limited to computer or information technology services, (2) products that perform the intended function or serve the intended purpose, and (3) violation of software copyright.
    b) Services insured, at a minimum, must include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks, and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (11) any other services provided by the vendor.

c) Vendor shall maintain Privacy, Security, and Technology Insurance.

i. Vendor's policy must include coverage for (1) loss, disclosure, and theft of data in any form; (2) media and content rights infringement and liability (excluding patents and trade secrets), including but not limited to, software copyright infringement; and (3) network security failure, including but not limited to, denial of service attacks and transmission of malicious code.

ii. The insurance coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year.

iii. The insurance coverage must also contain severability for the insured organization for any intentional act exclusions.

iv. If the coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

v. Additionally, such policy must cover consequential or vicarious liabilities (e.g., claims brought against the Vendor or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Vendor and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures).

d) Commercial Umbrella Liability Coverage: $2,000,000 in liability coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability, Commercial Automobile, and Professional Liability policies of insurance.

C. Deductibles and Self-Insured Retention: Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of Vendor. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Umbrella/Excess Insurance

a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") shall be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor, premises owned, leased, or used by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Vendor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

b) Primary Insurance Requirement. Vendor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Vendor's insurance and shall not contribute with it.

c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

d) Separate Coverage. Coverage shall state that the Vendor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers' Compensation and Employers Liability Coverage: Vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Vendor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses arising from the work performed by Vendor for County.

F. Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses arising from work performed by Vendor for County.

G. All Coverages:

1. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

2. Acceptability. The insurance to be maintained by Vendor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater or be otherwise acceptable to Cobb County.

3. Failure of Insurers. Vendor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage: Vendor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Agreement. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. Vendor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage. Vendor's failure to comply with this provision shall be considered a material breach of the Agreement.

I. Subcontractors: Vendor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.

J. Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Vendor from any liability under the agreement will not be construed to conflict with or limit Vendor's indemnification obligation obligations under the agreement.

Duration: All insurance required by this Section must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all Work has been completed to the satisfaction of County.

X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents and only after approval of the County Board of Commissioners. Award will be made in writing to the successful proposer. The County may make such investigations or obtain such clarifications as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals for any reason and to waive technicalities, informalities and minor irregularities in the proposals received in the County's sole discretion and best interest. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

XI. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XII. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XIII. Contract

Upon submitting a proposal in response to an RFP containing Cobb County's Required Terms and Conditions, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that the successful proposer(s) shall enter into a contract that is substantially the same as Cobb County's Required Terms and Conditions unless modified by agreement of the parties. If any exceptions are taken to any part of Cobb County's Required Terms and Conditions, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to Cobb County's Required Terms and Conditions in its entirety. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the County reserves the right to make changes to Cobb County's Required Terms and Conditions. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

Each proposal is received with the understanding that selection as the successful proposer by the County does not constitute a written contract between the successful proposer and the County, but shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal upon execution of a written contract with the County authorized by the County Board of Commissioners and signed by the Chairwoman. Once a contract is executed by the proper authorities for each party, the County, on its part, may order from

such contractor, and except for cause beyond reasonable control, pay for, at the agreed prices, all articles specified and delivered.

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Procurement Services Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Procurement Services Director, shall constitute authority for the Procurement Services Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Procurement Services Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Services Director.

XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor.

(c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that responding firm and its sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that responding firm and its sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or its sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XVII. Default

The contract may be terminated by the Procurement Services Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Procurement Services Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Procurement Services Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Procurement Services Director shall be final and binding.

XIX. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XX. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Procurement Services Department at the time, place, and date specified. One (1) original, one (1) copy and five (5) flash drives of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans with Disabilities Act.

XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXIII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Procurement Services
122 Waddell Street NE
Marietta, GA 30060
Fax: (770) 528-8428
Email: Procurement Services@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIV. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of 180 days from the date of bid opening.

XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This

indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII and Section XXVIII.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII and Section XXVIII shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

XXIX. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

XXX. Local Vendor Presence (LVP) Program – Not Applicable

XXXI. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility
   A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations
   During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria
   The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

   The evaluation by any Selection Committee will be based on the criteria listed on Page 8.

   All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXXII. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. § 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXIII. Termination for Convenience

The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision.

> The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXXIV. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXV. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXVI. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXVII. Small and Minority Business Participation

Cobb County Government encourages the participation of all businesses in offering their products and services with the goal of fairly and competitively procuring those products and services at the most reasonable cost. To that end, the County seeks to foster minority and women-owned business, and small business, opportunities in the award and implementation of contracts. The County seeks to build a diverse, inclusive, and prosperous group of suppliers who can effectively compete in business while obtaining quality goods and services in a competitive, efficient and non-discriminatory manner.

XXXVIII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXIX. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 09-20-2013 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the "Georgia Security and Immigration Compliance Act," Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.99.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.

2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:

(a) That affidavits in the form attached to these "Procedures & Requirements" be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;

(b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;

(c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;

(d) That the contractor be responsible for obtaining and providing to the County the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" attached to and required under these "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;

(e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State

officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

_____ _____
EEV (E-Verify) Program Number EEV Program Date of Authorization

_____ _____
BY: Authorized Officer or Agent Contractor Business Name
[Contractor Name]

_____ _____
Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____
Notary Public Commission Expires: _____

Effective 09-20-2013

SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
(6) Maintain such records for a period of five (5) years.

_____ _____
EEV (E-Verify) Program Number EEV Program Date of Authorization

_____ _____
BY: Authorized Officer or Agent Subcontractor Business Name
[Subcontractor Name]

_____ _____
Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

_____
(Project Name/Description)

_____ _____ _____

_____ _____ _____

_____ _____ _____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by: **Employer Name & Address:**

_____ _____
Signature of Officer

_____ _____
Printed Name/Title

_____ _____
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

Notary Public
Commission Expires: _____

Effective 09-20-2013

ATTACHMENT A

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Cobb County, GA (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Human Resource Information Systems and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master

Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier:

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

v. Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 11-22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

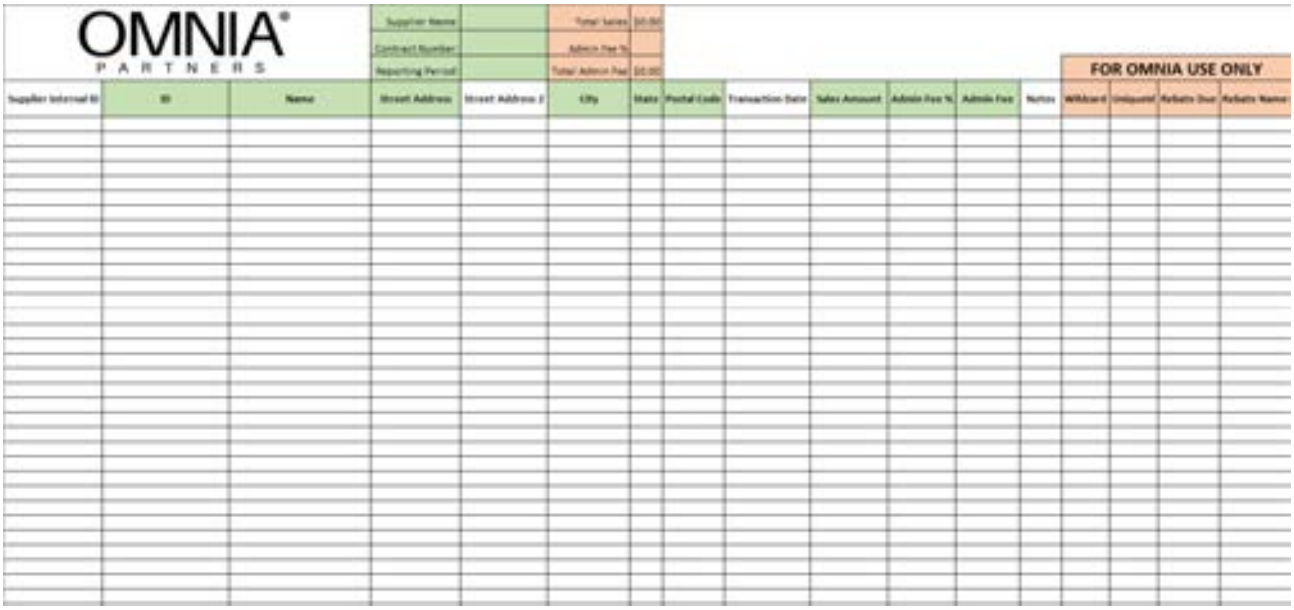


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In

addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public

Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify

and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements

enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant,

contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of

the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households –

Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or

cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. **CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. “This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. “The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which

this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran

DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

DOC #8 New Jersey Business Registration Certificate

DOC #9 EEOAA Evidence

DOC #10 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action

Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

Master Agreement

Owner:	Cobb County Board of Commissioners 100 Cherokee Street Marietta, GA 30090
Contractor:	<Legal Name of Contractor> <Contractor Address> <Contractor Address>

Description:

This Master Agreement for Name of Procurement incorporates by reference the following:

Exhibit "A" Owner's Request for Proposal #Proposal Number;

Exhibit "B" Contractor's Bid/Proposal submitted on _____;

Exhibit "B-1" Modifications to Exhibit "B" (if applicable)

Exhibit "C" Cobb County Required Terms (required for any products or services used by Cobb County)

The following provisions of Exhibit "A" Owner's Request for Proposal #Proposal Number, as modified by Exhibit "B" Contractor's Bid/Proposal and Exhibit "B-1" Modifications to Exhibit "B," shall be incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein: Section 3.0, Section 3.1, and Section 7.0 of the Solicitation; Sections IX, XIV, XVI, XVII, XXVIII, XXIX, XXXII, XXXIII, and XXXIX of Cobb County General Instructions for Proposers, Terms and Conditions.

Purchasing Cooperative:

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

Governing Law:

This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term:

This Agreement shall begin on _____ (Effective Date), for an Initial Term of four (4) years. Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (Renewal Terms) upon

mutual written consent of the Parties. This Agreement shall terminate absolutely on _____, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which the Agreement is in effect. Unless Owner provides at least 30 days' written notice of an intention not to renew, the Agreement shall automatically be renewed for consecutive one-year terms until the conclusion of the Initial Term or any Renewal Term in effect. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Owner may terminate this agreement at any time for nonappropriation of funding.

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

Billing: For purchases made by Owner pursuant to this Agreement, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in Exhibit "B" Contractor's Bid/Proposal. For purchases made by Participating Public Agencies, the Contractor shall comply with each Participating Public Agencies' invoicing and billing requirements outlined on the applicable order.

[Signatures on Next Page]

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

OWNER	CONTRACTOR
Cobb County Board of Commissioners	<Legal Name of Contractor>
100 Cherokee Street	<Contractor Address>
Marietta, Georgia 30090	<Contractor Address>
Lisa N. Cupid, Chairwoman	<Authorized Signatory, Title>
Cobb County Board of Commissioners	<Legal Name of Contractor>
Date	Date
Approved as to form:	Attest:
County Attorney's Office	Corporate Secretary
	Corporate Seal
Date	
	Federal Tax ID Number

Exhibit “A”

Owner’s Request for Proposal #Proposal Number

Exhibit “B”

Contractor’s Bid/Proposal

Exhibit “B-1”

Modifications to Exhibit “B”

(if applicable)

Exhibit “B” Contractor’s Bid/Proposal contained certain exceptions to the requirements of Exhibit “A” Owner’s Request for Proposal #Proposal Number. Some of the exceptions are accepted and others are not. Language that is struck through is not accepted. The remainder is accepted with the additional language that is underlined:

Exhibit "C"

COBB COUNTY

REQUIRED TERMS AND CONDITIONS

These Required Terms and Conditions are hereby agreed to, made and entered into by and between Cobb County, a political subdivision of the State of Georgia, (hereinafter "Cobb County" or "County"), and Vendor Name , a [state] [Choose an item.], located at Vendor address (hereinafter "Vendor" or "Contractor" or "Company"). These Required Terms and Conditions shall be made an exhibit to the Master Agreement between Cobb County and Vendor Name . ("Contract" or "Agreement") and shall have the same force and effect as the terms and provisions in the Contract. County and Vendor may be referred to individually as "Party," or collectively, as "Parties." The Effective Date of this Contract shall be the date that the last party hereto executes the same (the "Effective Date").

[It is understood by the Parties that Vendor has engaged the following subcontractor(s) to perform Work under this agreement for County:

It is understood by the Parties that no subcontractors are engaged to perform Work under this agreement.]

I. Agreement

A. Entire Agreement. This Agreement, together with all addenda, attachments, and exhibits listed below and incorporated herein by reference, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations, or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

1. Required Terms and Conditions dated mm/dd/yyyy
2. Master Agreement between County and Vendor dated mm/dd/yyyy
3. **Exhibit "1" Invitation to Bid or Request for Proposal** (ITB/RFP) #
4. **Exhibit "2" Vendor's Bid or Proposal** dated mm/dd/yyyy
5. **Exhibit "3" Vendor's Price Quote** #xxxx dated mm/dd/yyyy
6. **Exhibit "4" Vendor's Statement of Work** (SOW)# dated mm/dd/yyyy
7. **Exhibit "4-A" Project Schedule**
8. **Exhibit "5" Vendor's End User License Agreement (EULA), License, Software** dated mm/dd/yyyy
9. **Exhibit "6" Vendor's Maintenance or Support Agreement** dated mm/dd/yyy
10. **Exhibit "7" Vendor's Service Level Agreement** (SLA)
11. **Exhibit "8" Third Party Terms and Conditions**
12. **Exhibit "9" Information Security**

13. **Exhibit "10-A" Change Control Definitions and Process**
14. **Exhibit "10-B" Change Order Form**
15. **Exhibit "11-A" Contractor Affidavit and Agreement**
16. **Exhibit "11-B" Subcontractor Affidavit and Agreement**
17. **Exhibit "11-C" Immigration Compliance Certification**
18. **Exhibit "12" Conflict of Interest Affidavit**

B. These Required Terms and Conditions shall apply to and supersede any additional terms and conditions contained in any purchase order, task order, invoice, delivery receipt, or other document issued by Vendor in conjunction with the services or products provided pursuant to this Agreement.

C. Order of Precedence. In the case of any inconsistency, conflict, ambiguity among the contract documents, the documents shall govern in the following order: (1) Required Terms and Conditions; (2) **Exhibit "3" Vendor's Price Quote**; and (3) any other applicable documents.

D. Invalid Terms.

1. Notwithstanding anything else in this Agreement, including any exhibits, attachments or links provided therein, no term shall be valid that:

   a) Requires the County to:

      i. Defend, indemnify, or hold harmless another person or entity; or

      ii. Be bound by terms and conditions that are unknown at the time of signing such contract or that may be unilaterally changed by the other party; or

      iii. Waive damages; or

      iv. Release Vendor or third parties from liability; or

      v. Assume all risk.

      vi. Pay late payment fees, penalties, interest, attorneys' fees, liquidated damages, or any other fee that would constitute an illegal gratuity under Georgia law; or

   b) Provides for:

      i. A venue for any action or dispute other than a court of competent jurisdiction in Cobb County, Georgia; or

      ii. The contract to be construed in accordance with the laws of a state other than the State of Georgia; or

      iii. Binding arbitration or binding mediation; or

      iv. Renewal beyond the Term; or

      v. An automatic renewal such that County funds are or would be obligated in subsequent fiscal years; or

   c) Is inconsistent with the provisions of O.C.G.A. § 50-18-70 et seq., relating to open records.

2. If Agreement, including any exhibits, attachments or links provided therein, contains a term prohibited under this section, such term shall be void, and the Agreement shall be otherwise enforceable as if it did not contain such term.

3. Neither the County nor any agency or department thereof shall be bound by any other new terms and conditions included in any exhibits, orders, invoices, attachments, links, or other document, physical or electronic, which attempt to impose any condition in variance of or in addition to the terms and conditions contain in this Agreement.

II. Scope of Work

Subject to the terms and conditions herein, the term "Services" or "Project" or "Work" means all of the work, product, services, goods, software, licenses, material, equipment, and labor to be provided and performed and completed by Vendor under and as reflected in the Contract, including any and all addendums, exhibits, attachments, appendices, and schedules thereto, and all work reasonably inferable from the specific descriptions. These Required Terms and Conditions shall be an addendum and/or exhibit to the Contract and shall have the same force and effect as the terms and provisions in the Contract.

III. Compensation/Consideration

A. The total amount payable by Cobb County shall not exceed the maximum amount of $_____ ("Price").

[Or for multi-year:]

Year 1	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx
Year 2	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx
Year 3	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx
Year 4	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx
Year 5	FY 20yy	(mm/dd/yyyy – mm/dd/yyyy)	Price:	$xxx.xx

B. As a political subdivision of the State of Georgia, County is exempt from paying most types of taxes and will only pay those taxes it is required to pay under the laws of the State of Georgia or federal law.

C. County shall timely process payment to Vendor. Vendor shall not charge interest or assess payment penalties against County.

D. In the event of a dispute about payment/invoicing, County shall deliver a written statement to Vendor no later than ___days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under the Agreement notwithstanding any such dispute.

IV. Term of Agreement

A. Term. The Initial Term of this Agreement shall begin on the Effective Date and continue for twelve (12) months ("Initial Term"). This Agreement may be renewed as herein provided for

up to a total of _____(__) months ("Full Term").

B. Renewal. This Agreement shall automatically renew annually after Initial Term for twelve (12) months on the Effective Date for each subsequent year for a maximum of ____(__) renewal years unless County provides at least thirty (30) days written notice of an intention not to renew before the expiration of the then-current annual period. This Agreement shall terminate absolutely after _____(__) months. The Parties reserve the right to renew, extend, or amend this Agreement.

C. Termination. This Agreement may be terminated in the methods listed below. If this contract is terminated, County shall be liable only for goods or services delivered or accepted.

1. For Convenience. County may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to Vendor. The effective date of termination shall be set forth in the notice. As the sole remedy for County's termination for convenience, Vendor shall be paid for any validated services performed under this Agreement up to the time of termination. Vendor shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.

2. For Cause. Either Party may terminate this Agreement for cause should the other Party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement upon thirty (30) days written notice to the defaulting party to cure the default.

   a) Cause for termination by the County shall include, but not be limited to, Vendor's breach of a material provision of the Agreement, failure to complete a deliverable or milestone in a timely manner, and/or failure to dedicate adequate and qualified staff to complete the Work. Failure of Vendor to cure such breach or failure within thirty (30) days shall entitle County to a refund of all compensation paid to Vendor.

   b) Should the Vendor terminate this Agreement for default in performance that is not cured in a timely manner, the County shall be liable for no more than the amount of goods or services delivered or accepted by County up to the date of termination.

3. By Statute. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it may be renewed, unless otherwise expired, earlier terminated, or renewed all as provided in this Agreement. Notwithstanding this provision, as permitted by statute, this Agreement may automatically be renewed and extended for consecutive up to one-year periods beyond the Initial Expiration Date until the expiration of the Full Term, unless County notifies Vendor in writing of its intent not to extend this Agreement at least thirty (30) days prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the Initial Expiration Date, at least thirty (30) days prior to the expiration of the then-current annual period.

4. Non-appropriation. In compliance with the terms of O.C.G.A. § 36-60-13, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County. This Agreement does not create a debt of County for the payment of any sum beyond the

calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

D. Survival. Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this agreement shall so survive. Furthermore, the provisions pertaining to Confidentiality, Open Records, Record Retention, Indemnification, Preservation of Immunities, No Personal Liabilities, Governing Law, Venue, and Invalid Terms shall survive termination or expiration of this Agreement.

V. System Access, Licenses, and Warranties

A. This Contract is a Subscription-Based Information Technology Arrangement (SBITA). It is a contract that conveys control of the right to access and use IT software for authorized purposes alone or in combination with tangible capital assets (underlying IT assets) for a period of time in an exchange or exchange-like transaction.

B. License Grant. Vendor hereby grants to Cobb County a worldwide nonexclusive, nontransferable revocable license to access, use and publicly display the online portion of the Project, as defined in Section 1.1.3.1 below, and a nonexclusive, nontransferable revocable license to distribute to the users the Project (the "License") during the term of this Agreement.

Vendor also grants to Cobb County a nonexclusive right to advertise, market and promote the Project to its clients and the Users during the term of this Agreement. The License expressly excludes all other rights, including, without limitation, the right to modify or create derivative works of the Project or the right to grant any other sublicensing rights to third parties. The License is revocable under the circumstances and on the terms set forth in this Agreement.

C. Vendor agrees to provide a list and description of all software and licenses required or necessary for the use of such software, to include any continued use or maintenance contemplated by the Contract.

D. Warranties

1. General. Vendor hereby expressly warrants that the Work to be performed hereunder shall be performed in a workmanlike manner, that all Work assigned shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Work is provided and as required under the terms of the Contract. Vendor warrants to County that all Services or Goods furnished in connection with Services shall: (a) be new and free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; and (d) be free and clear of all liens, security interests or other encumbrances.

2. Performance. For the greater of 12 months or the period during which County purchases support services, the software shall materially conform to the requirements of this Agreement, including any statements of work, and, to the extent not inconsistent with the foregoing, the documentation. Further the software shall remain free from material programming errors and defects in workmanship and materials. If material programming

errors are discovered, Vendor shall promptly remedy such errors at no additional expense to County.

3. Infringement. To the best of Vendor's knowledge, as of the Effective Date, Customer's licensed use of the software will not infringe upon or misappropriate the intellectual property rights of any third party.

4. Service. The services shall be performed in (a) material accordance with this Agreement, (b) a timely and workmanlike manner, and (c) accordance with industry best practices for services of this kind.

5. Legal Compliance. Vendor shall comply and ensure that its software and services comply with all applicable laws and regulations. Vendor shall, at no additional charge, promptly furnish all updates to the software necessary for compliance with any change in laws or regulation during the term of this Agreement.

6. Privacy. Vendor represents and warrants that, at all times during and after the term of this Agreement, it will comply, at its sole expense, with all applicable local, state, federal, and international privacy, confidentiality, consumer protection, advertising, electronic mail, data security, data destruction, and other similar laws, rules and regulations, whether in effect now or in the future, including, but not limited to the Goldenhar Gramm-Leach Bliley Act and its implementing regulations (all of the foregoing to be collectively referred to as the "Privacy and Security Requirements"). Vendor acknowledges that it alone is responsible for identifying, understanding, and complying with its obligations under the privacy and Security Requirements as they apply to its performance of this Agreement and possession of personal information.

7. Anti-Virus. Vendor has taken every commercially reasonable precaution to ensure and to the best of Vendor's knowledge, the software does not contain any virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any of County's data, equipment, devices, networks, or software. Further, Vendor warrants: (a) that its software and/or systems are not dependent on obsolete software, including anything with a known vulnerability; (b) that all critical updates to the software and/or systems have or shall be applied as identified or as needed; and (c) that Vendor's software and/or system have the means to receive such critical updates.

8. Offshoring of Data. All services shall be performed and rendered within the continental United States. Vendor shall not transmit or make available any customer Confidential Information, including personal data, to any entity or individual outside of the continental United States.

9. Open Source and Third Party Software. Vendor represents and warrants that is shall not deliver to County any third party software, including open source software, that would require County to accept and be bound by any third party terms and conditions unless such terms and conditions are expressly identified in and attached to this Agreement as **Exhibit "8" Third Party Terms and Conditions** and to the extent that such terms and conditions are consistent with the Invalid Terms provisions of this Agreement. Except as provided in **Exhibit "8" Third Party Terms and Conditions** as amended by the Invalid Terms

provision of this Agreement, County hereby rejects all such third party terms and conditions.

10. Pass Through Warranties. Vendor shall assign and pass-through to County all representations, warranties, and indemnities to Vendor in its contracts with their party licensors and suppliers relating to the software.

11. Known Performance Issues. There is no existing pattern or repetition of customer complaints regarding the software, including functionality or performance issues. Further, Vendor's engineers have not currently identified any repeating adverse impact on the software, including functionality or performance, for which the root cause is believed to be a flaw or defect in the software.

12. Authority.

    a) Vendor has full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, including without limitation, the right to license any ancillary or third party programs licensed to County under this Agreement.

    b) Vendor has all licenses and intellectual property rights necessary to install and produce customizations, enhancements, updates, and/or corrections to the software used in performance of and as required under this Agreement in accordance with industry standards and in a professional and workmanlike fashion.

    c) Vendor's performance of this Agreement does not violate or conflict with any agreement to which Vendor is a party.

    d) Vendor represents that there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.

E. Changes in Functionality. Vendor shall not modify or change the software to reflect a material diminution in the form, features or functionality of the software from that existing as of the Effective Date. Accordingly, Vendor shall not change the form, features, or functionality of the software in any material adverse manner from that originally licensed under this Agreement.

F. Documentation. The documentation provided by Vendor shall be complete and accurate so as to enable a reasonably skilled user to effectively use all of the software's features and functions without assistance from the Vendor. Further, on each date that the Vendor delivers documentation to County, such documentation shall be Vendor's most current version thereof.

G. These warranties survive any delivery, inspection, acceptance, payment, or termination of the Contract. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County's discovery of the noncompliance. If County gives Vendor notice of noncompliance, Vendor shall, at its own cost and expense, promptly replace or repair nonconforming Goods or Services. This paragraph shall be construed as being in addition to any warranty provision in the Contract.

XI. Ownership of Work

A. County Ownership. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by Vendor ("Materials") not otherwise created

in the course of business for Vendor's broader customer base shall be the property of County, and County shall be entitled to full access and copies of all such Materials in the form prescribed by County. Any such Materials remaining in the hands of Vendor or subcontractor upon completion or termination of the Work shall be delivered immediately to County; provided that Vendor may retain a copy of any deliverables for its records. Vendor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to County, Vendor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to County, and Vendor agrees to execute any additional documents that may be necessary to evidence such assignment.

To the extend allowed by law, Cobb County shall retain all right, title and interest in and to any and all patent, copyright, trademark, trade secret, domain name registrations, websites, and other intellectual property rights, throughout the world, and all registrations and applications thereon ("Intellectual Property Rights") in and to (i) Cobb County's governmental and trade names, logos, trademarks, service marks and similar identifying material ("Cobb County Marks") and (ii) the websites directly or indirectly owned, operated or maintained by Cobb County, and (iii) all information owned, managed or developed by Cobb County.

B. Vendor Ownership Rights. To the extent allowed by law, Vendor shall retain all right, title and interest in and to any and all Intellectual Property Rights in and to the (i) its Work (with the exception of Intellectual Property Rights owned by Cobb County contained therein), (ii) *Describe as needed*, (iii) any developed or licensed documentation, and all modifications thereto and derivative works thereof, and (iv) all information owned, managed or developed by Vendor.

C. User Data. As between the parties, all right, title and interest in and to the data in the Work that is entered by, created for or existing about users, Cobb County and its clients and vendors during the Term ("User Data") shall be owned by Cobb County with full rights to use, market and license others to use such User Data only in compliance with applicable laws.

XI. Staff Assigned to Project

A. Staff. Vendor shall maintain at all times, until the completion of the Project, experienced technical/implementation staff, in adequate numbers and with necessary skillset, functions and responsibilities satisfactory to County; and ensure that staff carries out the following duties: (i) preparation and execution of the plan of activities proposed for project implementation, pursuant to the provisions of **Exhibit "4" Vendor's Statement of Work**; and (ii) proper testing prior to milestone, deliverable or solution turnover to County staff.

B. Staff Replacement. County and Vendor agree to act in good faith to complete this project and work toward mutual resolutions. In the event that the County has an issue with an individual on the project, County shall have the right to require the removal and replacement of Vendor's technical/implementation staff member(s) from providing services to County under this Contract. County shall notify Vendor in writing of such action. Vendor shall accomplish the removal and replacement within five (5) business days after written notice to Vendor. County shall review and approve the appointment of the replacement staff. Said approval shall not be unreasonably withheld. County is not required to provide any additional information, reason

or rationale in the event it requires the removal of Vendor's staff from providing further services under the Contract.

C. Staff Transition. If it is known that a member of the Vendor project team will be leaving the project, a replacement will be chosen to join the team, and become familiar with the project before the original team member leaves, to ensure that the transition-in will be seamless. If a member of the Vendor project team leaves unannounced, prompt replacement shall be made in accordance with this Section.

XII. Indemnification

The following obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

A. Indemnification of County. Vendor covenants and agrees to take and assume all responsibility for the software and services ("Work") rendered in connection with this Agreement. Vendor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Vendor, any subcontractor, anyone directly or indirectly employed by Vendor or subcontractor or anyone for whose acts Vendor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

B. In any and all claims against an Indemnified Party, by any employee of Vendor, its subcontractor, anyone directly or indirectly employed by Vendor or subcontractor or anyone for whose acts Vendor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement and applies notwithstanding any contrary provision.

C. Intellectual Property Indemnification. Vendor shall hold County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Vendor is not the patentee, assignee, licensee, or other lawful user.

D. Environmental Indemnification. Vendor agrees to indemnify, defend, and hold harmless an Indemnified Party, to the fullest extent allowed under O.C.G.A. § 13-8-2, from and against all claims, suits, actions, judgments, forfeitures, damages, losses, costs, demands, or expenses and liability, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of federal, state or local law or regulation, common law, or in equity, including but not limited to all administrative claims, claims for injunctive relief, claims for property damage, natural resources damages, nuisance claims, bodily injury claims (including death), environmental response, remediation, abatement, detoxification, cleanup costs, removal or disposal of, or otherwise with respect to, hazardous or potentially hazardous substances, fines, penalties, and expenses (including without limitation attorney fees, consultant fees, expert fees, costs, and expenses incurred in investigating and defending against the assertion of such liabilities) that may arise from or be the result of any alleged willful, negligent or tortious conduct of that in any way may arise from, be the result of, or relate to any act or omission of Vendor, or anyone directly or indirectly employed by or otherwise in any way acting on behalf of Vendor, in its performance of the Agreement, the operation of the Facility, or failure to operate the Facility other than in accordance with this Agreement or Applicable Law, regardless of whether or not the negligent act is caused in part by an Indemnified Party. This indemnity obligation shall run from the time of initial discovery of any such potentially adverse environmental condition and shall not be construed to commence only upon realization of an actual economic loss resulting from such condition. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party or any other act, liability, or obligation in any way prohibited by O.C.G.A. § 13-8-2. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of the Agreement.

XIII. Insurance

A. Requirement: Vendor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Vendor, its agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance: During the term of this Agreement, Contactor shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

2. Commercial Automobile Liability (owned, non-owned and hired): $1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of $1,000,000 per occurrence or disease.

4. Professional Liability, Technology Errors and Omissions, and Cyber Insurance Coverage: $2,000,000 per claim and $4,000,000 in the aggregate is required, in the event that Vendor is performing design, engineering, or other professional services.

5. Professional Liability (Errors and Omissions) and Coverage: $2,000,000 per claim and $4,000,000 in the aggregate. Vendor shall maintain Technology Errors and Omissions Insurance, which must include coverage Multimedia Liability, Privacy Liability, Network Security Liability, Breach Costs Coverage (including Notification, Credit Monitoring, Forensics, Public Relations), and Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach.

    a) Technology Errors and Omissions insurance must cover liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render (1) all services promised, including but not limited to computer or information technology services, (2) products that perform the intended function or serve the intended purpose, and (3) violation of software copyright.

    b) Services insured, at a minimum, must include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks, and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (11) any other services provided by the vendor.

    c) Vendor shall maintain Privacy, Security, and Technology Insurance.

        i. Vendor's policy must include coverage for (1) loss, disclosure, and theft of data in any form; (2) media and content rights infringement and liability (excluding patents and trade secrets), including but not limited to, software copyright infringement; and (3) network security failure, including but not limited to, denial of service attacks and transmission of malicious code.

        ii. The insurance coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year.

        iii. The insurance coverage must also contain severability for the insured organization for any intentional act exclusions.

        iv. If the coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

v. Additionally, such policy must cover consequential or vicarious liabilities (e.g., claims brought against the Vendor or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Vendor and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures).

d) Builder's "All Risk" Insurance: In the event Vendor is performing vertical construction services under the Agreement, Vendor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Agreement, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

   The making of progress payments to Vendor shall not be construed as relieving Vendor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

e) Commercial Umbrella Liability Coverage: $2,000,000 in liability coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability, Commercial Automobile, and Professional Liability policies of insurance.

C. Deductibles and Self-Insured Retention: Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of Vendor. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Umbrella/Excess Insurance

   a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") shall be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor, premises owned, leased, or used by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Vendor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

   b) Primary Insurance Requirement. Vendor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Vendor's insurance and shall not contribute with it.

   c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

   d) Separate Coverage. Coverage shall state that the Vendor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

   e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers' Compensation and Employers Liability Coverage: Vendor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Vendor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses arising from the work performed by Vendor for County.

F. Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses arising from work performed by Vendor for County.

G. All Coverages:

   1. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

   2. Acceptability. The insurance to be maintained by Vendor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of

Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater or be otherwise acceptable to Cobb County.

3. Failure of Insurers. Vendor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage: Vendor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Agreement. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. Vendor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage. Vendor's failure to comply with this provision shall be considered a material breach of the Agreement.

I. Subcontractors: Vendor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.

J. Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Vendor from any liability under the agreement will not be construed to conflict with or limit Vendor's indemnification obligation obligations under the agreement.

K. Duration: All insurance required by this Section must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all Work has been completed to the satisfaction of County.

IX. Records: Retention and Confidentiality

A. Examination and Retention of Records. Vendor shall maintain, and County and its representatives shall have the right to audit, examine, all books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the Work or performance of the Contract and similar materials relating to work performed for County under this Contract on file for at least ten (10) years following the date of final payment to Vendor by County. Vendor shall maintain all books, records, work papers, documents, accounting ledgers, databases for at least ten (10) years following the date of final payment to Vendor by County. All records stored on a computer database must be of a format compatible with County's. Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. All original documents, including, but not limited to, reports, plans, work papers, (including electronic copies), documents, data, and records developed in connection with the services performed hereunder shall belong to and remain the property of County. Vendor may retain electronic files and reproducible copies of such documents.

B. Confidential Information. Vendor acknowledges that some information which may come into its possession or knowledge in connection with the Work may consist of confidential

information of County, its elected officials, or employees, the disclosure of which to, or use by, third parties may be damaging to County, its elected officials or employees and/or may violate applicable law(s). Vendor accordingly agrees to hold all such confidential information, together with all material containing confidential information, in strictest confidence, not to make use thereof other than as reasonably necessary to perform according to this Agreement, and not to release or disclose any confidential information to any other person or entity except as may be required by law. Vendor shall inform and instruct all employees, subcontractors, or other agents or representatives of this obligation of confidentiality. Vendor shall immediately remove any of its employees, subcontractors, or other agents or representatives from performing work in connection with this Agreement upon request of notice from County that County reasonably believes such person or entity has failed to comply with the confidentiality obligations hereunder. Any employee, subcontractor, or other agent or representative so removed shall be replaced as provided for in the staffing requirements of this Agreement. For the purposes hereof, "Confidential Information" includes, without limitation, all personally identifiable data, trade secrets, copyrighted material, and other confidential and proprietary information not subject to disclosure or use, as such terms may be respectively defined in O.C.G.A. § 10-1-761, O.C.G.A. § 50-18-72, 45 CFR. §1 64.524, 45 CFR. § 84.14(d). "Confidential Information" further includes, without limitation, all employee data, personnel records, health records, physician and provider notes, medical bills, claims, and other written information of a personal nature.

C. Open Records. Vendor acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, Act, O.C.G.A. § 50-18-70 *et seq*., and anything submitted to County is subject to release as public information. If Vendor believes that part or parts of its submission may be exempted from disclosure, Vendor must specify page-by-page and line-by-line the parts of the submission, which it believes, are exempt. In addition, Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). As required by law, Vendor is responsible for protecting its trade secrets and other proprietary information.

D. Request. To the extent practicable and not legally prohibited, Vendor shall promptly notify County of any request for County information including any request required by law or judicial or regulatory process or pursuant to Georgia's Open Records Act, O.C.G.A. § 50-18-70 *et seq*., prior to disclosing such information. In no case shall such notification occur more than five business days after receipt of such request.

X. **Notices**

A. All written notices, demands, and other papers or documents to be delivered to County or Vendor under this Contract shall be delivered personally, by prepaid registered or certified mail return receipt requested, or by overnight receipted delivery service to the following addresses:

1. If to Cobb County:

<insert department>
<insert address here>
Attention: <insert name here>

Electronic notice to: <insert email address here, or specify N/A>

Cobb County Attorney
100 Cherokee Street, Suite 350
Marietta, GA 30090

2. If to Vendor:

Vendor Name
<address>
Attention: <insert name here>

Electronic notice to: <insert email address here, or specify N/A>

B. Any subsequent changes to place or places specified above shall be designated in writing by Vendor and County to the other.

XI. Relationship of the Parties

Vendor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of County. Nothing contained in this Agreement shall be construed to make Vendor or any of its employees, servants or subcontractors an employee, servant or agent of County for any purpose. Vendor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. County will not withhold income or other taxes on the fees paid to Vendor under this Contract and Vendor shall be solely responsible for the payment of all such taxes. Vendor is not entitled to any of the benefits that County provides for County's employees. Vendor agrees to be solely responsible for its own acts and omissions and those of its subordinates, employees, subcontractors, and suppliers during the life of this Agreement. Vendor specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and County by virtue of this Agreement with Vendor. Any provisions of this Agreement that may appear to give County the right to direct Vendor as to the details of the services to be performed by Vendor or to exercise a measure of control over such services will be deemed to mean that Vendor shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform Work related to this Agreement. Inasmuch as County and Vendor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Vendor agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Vendor to do so, unless specifically authorized, in advance and in writing, to do

so, and then only for the limited purpose stated in such authorization. Vendor shall assume full liability for any contracts or agreements Vendor enters into on behalf of County without the express knowledge and prior written consent of County.

XIV. Georgia Security and Immigration Compliance Act

A. Immigration Compliance. County and Vendor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services. Physical performance of services includes any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.99.

B. Vendor further agrees and represents that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed **Exhibit "11-A" Contractor Affidavit and Agreement**, included herein by reference.

C. Vendor further agrees and represents that:

1. Vendor (and any subcontractors, regardless of tier) shall fully comply with the requirements for completing **Exhibit "11-C" Immigration Compliance Certification** and that such certification shall be received by County prior to the commencement of any work under the contract or subcontract;

2. Vendor (or any subcontractor, regardless of tier) shall notify County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;

3. Vendor shall be responsible for obtaining and providing to County **Exhibit "11-B" Subcontractor Affidavit and Agreement** and **Exhibit "11-C" Immigration Compliance Certification**, each incorporated herein by reference, from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;

4. County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

5. Any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract shall provide legal notice to any subcontractor of the requirements of County for immigration compliance and further provide notice that County reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

6. Failure to comply with any of the requirements and procedures of County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by county or state officials upon request; and/or failure to continue to meet any of the statutory or county obligations during the life of the contract) shall constitute a material breach of the Agreement and shall entitle County to dismiss any general contractor or to

require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

7. Upon notice of a material breach of these provisions, Vendor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, County shall be entitled to all available remedies, including termination of the Contract, the requirement that a subcontractor be dismissed from performing work under the Contract, and any and all damages permissible by law.

D. Immigration Compliance Certification. Prior to commencing work under any contract for the physical performance of services, Vendor shall submit a completed **Exhibit "11-C" Immigration Compliance Certification**. Prior to allowing any other subcontractor to perform work under the contract, Vendor shall obtain a completed **Exhibit "11-C" Immigration Compliance Certification** from each subcontractor (regardless of tier) and submit the same to County.

XV. Conflict of Interest Affidavit

A. Vendor agrees and shall execute **Exhibit "12" Conflict of Interest Affidavit** attesting that it shall not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation. Vendor certifies that, to the best of its knowledge, no circumstances exist that will cause a conflict of interest in performing the services required by this Agreement, that no employee of County, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Vendor or his subcontractor(s) and that no person associated with Vendor or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Agreement.

Should Vendor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Vendor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Vendor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Vendor when such services were performed while a conflict of interest existed, if Vendor had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.

B. Vendor warrants that it and its subcontractor(s) have not employed or retained any company or person, other than a bona fide employee working solely for Vendor or its subcontractor(s), to solicit or secure this Agreement and that Vendor and its subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Vendor or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

C. Vendor shall include the terms and conditions of Paragraphs A and B of this Section in all subcontractor agreements for Work to be performed under this Agreement.

XII. Miscellaneous.

A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cobb County, Georgia, and Vendor submits to the jurisdiction and venue of such court. Prior to filing any claim or action related to this Contract, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

B. Severability of Provisions. If a part or any provision of this Contract shall be deemed invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, which shall be interpreted so as to give the greatest effect possible thereto.

C. Review and Inspection of Work. Vendor shall produce progress reports or copies of any Work as performed under this Contract at any time as requested by County. Refusal by Vendor to submit progress reports shall be cause to withhold payment to Vendor until Vendor complies with County's request in this regard, or cause for termination of this Contract.

D. Assignment. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by County or Vendor without the prior, written consent of the other party.

E. Third Party Beneficiaries. Neither party intends to directly benefit a third party by this Contract. The parties agree that no third party shall be entitled to assert a right or claim against either of them based on this Contract.

F. Materiality. Each term of this Agreement is material, and Vendor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County at law or in equity.

G. Compliance with Laws. Vendor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under the Contract.

H. Amendment. No modification, amendment, or alteration in the terms or conditions contained herein or in the Contract shall be effective unless contained in a written document prepared with the same formality as the Contract and agreed to by both Parties in writing.

I. Preservation of Immunities. No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified good faith or official immunities.

J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

K. Waiver. No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Vendor with this Agreement, and no custom or practice of

County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County's right to demand exact and strict compliance by Vendor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

M. Time is of The Essence. With regard to all dates and/or time periods in this Agreement or any of the documents incorporated by reference into this Agreement and/or the mutually agreed to project plan, time is of the essence.

N. Subcontracts. Vendor shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by County. Subcontractors must comply with the same insurance requirements as Vendor. Subcontractors must comply with the requirements of the Georgia Security and Immigration Compliance Act as set forth in this Agreement.

O. Liquidated Damages. The Parties acknowledge and agree that delays in the completion of the Work will result in damages to County and that the exact sum of such damages to County are impossible to precisely estimate and will be difficult to ascertain. If the Work is not completed in accordance with **Exhibit "4-A" Project Schedule,** then Vendor shall be required to pay County $100 per business day that the Work is delayed. The liquidated damages set forth in this section are intended to be, and the parties acknowledge and agree that (1) the liquidated damages are reasonably proportionate to and are a reasonable estimate of the probable loss that Owner is likely to incur as a result of delays, and (2) the liquidated damages are not intended to be a penalty.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, said parties have hereunto set their seals.

Vendor	**County**
_____	_____
Name and Title	Lisa N. Cupid, Chairwoman
Vendor Name	Cobb County Board of Commissioners
_____	_____
Date	Date
SEAL	
Attest:	Attest:
_____	_____
Name and Title	Pamela L. Mabry, County Clerk
	Recommended by:
	_____
	Name and Title
	Approved as to Form
	_____
	Cobb County Attorney's Office

Exhibit “1” Invitation to Bid or Request for Proposal

Exhibit “2” Vendor’s Bid or Proposal

Exhibit “3” Vendor’s Price Quote

Exhibit “4” Vendor’s Statement of Work

Exhibit “4-A” Project Schedule

Exhibit “5” Vendor’s End User License Agreement (EULA), License, Software

Exhibit “6” Vendor’s Maintenance or Support Agreement

Exhibit “7” Vendor’s Service Level Agreement

Exhibit "9" Information Security

Information Security

1. General Provisions

1.1. Contractor represents and warrants that it will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations.

1.2. Contractor shall implement administrative, physical, and technical safeguards to ensure the security of Protected Information that are no less rigorous than accepted industry practices including National Institute of Standards and Technology (NIST) 800-53, Center for Internet Security (CIS) controls, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, the Information Technology Infrastructure Library (ITIL) standards, or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Protected Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

1.3. All employees and subcontractors given access to any Personally Identifiable Information (PII) or Restricted or Protected Information such as information protected as or by Payment Card Industry Data Security Standard (PCI DSS), PII, Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS), etc. must agree to abide by the terms of the Agreement and restrict the use of Protected Information only for subcontractor's or employees' internal business purposes and only as necessary for the execution of the Agreement.

1.4. Contractor shall maintain current supported operating system for Cobb County systems.

1.5. Contractor shall provide evidence of background check completion.

1.6. If any regulator, or any subpoena, warrant, or other court or administrative order, requires Contractor to disclose or provide County Data to a regulator or to any third party, or to respond to inquiries concerning the processing of County Data, Contractor shall promptly notify County, unless prohibited by applicable law. Following such notification, Contractor shall reasonably cooperate with County in its response, except to the extent otherwise required by applicable law.

1.7. County consents to Contractor's use of subcontractors to provide aspects of the Services and to Contractor's disclosure and provision of County Data to those subcontractors. Contractor shall be responsible for the performance of its subcontractors. Contractor shall ensure subcontractors are subject to contractual obligations which are the same as or equivalent to those imposed on Contractor with regard to the processing of County Data. Contractor shall maintain a list of its subcontractors on its company website under the Privacy page. Contractor shall inform County of any intended changes concerning the addition or replacement of any subcontractor within a reasonable time prior to implementation of such change. In the event of County objecting to such change, Contractor shall make reasonable efforts to address County's concerns (including making reasonable efforts to find an alternative subcontractor).

1.7.1. Contractor shall comply and shall require its personnel and subcontractors' personnel to comply, with all applicable laws, rules, and regulations, as well as County policies and standards in effect during the performance of this Agreement, including (without limitation) County's reasonable confidentiality requirements, County's policies, standards and procedures regarding data access, security, personnel conduct, safety, and ethics, including spoken directives of County facility staff. In the event that any of Contractor's or a subcontractor's personnel do not comply with such requirements, County, in its sole reasonable discretion, may have the personnel's access revoked and/or have such personnel removed from the premises.

2. Compliance

2.1. If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit, or other payment cardholder information, Contractor shall at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS at Contractor's sole cost and expense.

2.2. If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose protected health information, Contractor shall at all times remain in compliance with HIPAA requirements, including remaining aware at all times of changes to HIPAA and promptly implementing all procedures and practices as may be necessary to remain in compliance with HIPAA at Contractor's sole cost and expense.

2.2.1. Contractor agrees to execute and incorporate into this Agreement a Business Associate Agreement if and when it is necessary under HIPAA, including any regulations promulgated thereunder, including as a result of a change in the Services or the manner in which they are provided.

2.3. If, in the course of this engagement, Contractor has access to or will collect, access, use, store, process, dispose of or disclose criminal justice information, Contractor shall at all times remain in compliance with CJIS requirements, including remaining aware at all times of changes to CJIS and promptly implementing all procedures and practices as may be necessary to remain in compliance with CJIS, including certifying staff for background check and training, at Contractor's sole cost and expense.

2.4. In respect of Personal Data provided to Contractor by County in connection with the Agreement, Contractor shall comply and shall ensure that its personnel complies, with the requirements of state, federal, and national privacy laws and regulations governing such Personal Data in Contractor's possession or under its control and applicable to Contractor's provision of Services.

2.5. Contractor shall notify County, without undue delay, of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to County Data in Contractor's possession or under its control (a "Data Breach"). Each party shall reasonably cooperate with the other with respect to the investigation and resolution of any Data Breach including, in the case of Contractor, prompt provision of the following, to the extent then known to Contractor: (i) the possible cause and

consequences of the Data Breach; (ii) the categories of County Data involved; (iii) a summary of the possible consequences for the relevant users; (iv) a summary of the unauthorized recipients of County Data; and (v) the measures taken by Contractor to mitigate any damage. Upon confirmation of any vulnerability or breach of Contractor's security affecting County Data in Contractor's custody and control, Contractor shall modify its processes and security program, as necessary, to mitigate the effects of the vulnerability or breach upon such County Data.

3. Data Security

3.1. Contractor shall ensure all County Data remains within the United States and is not processed, stored, transmitted, or disposed of out of the country without the prior written authorization by County.

3.2. Where possible, Contractor shall remove, disable or change all default credentials prior to placing equipment into production. Removal is preferable.

3.3. Contractor shall uninstall or disable unnecessary programs and services prior to placing equipment into production. Uninstalling is preferable.

3.4. Contractor shall implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of County Data in the custody of and processed by Contractor; (ii) protect against any anticipated threats or hazards to the security or integrity of such County Data; (iii) protect against unauthorized access to or use of such County Data; and (iv) ensure that Contractor's return or disposal of such County Data is performed in a manner consistent with Contractor's obligations under items (i)-(iii).

3.5. Contractor shall store all County backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Contractor shall encrypt all County confidential data. Encryption solutions will be deployed with no less than a 128-bit encryption key using the Advanced Encryption Standard (AES). The encryption standards apply to data at rest and data in motion.

3.6. Contractor shall use Transport Layer Security (TLS) protocol TLS 1.2 or higher.

3.7. If any user requests Contractor to provide them with information relating to processing of their Personal Data, or to make changes to their Personal Data, Contractor shall promptly notify County of the request, unless otherwise required by applicable law. County may make changes to User Data using the features and functionality of the Application. Contractor shall not make changes to User Data except as agreed in writing with County. Contractor shall process County Personal Data only as necessary to provide the Services, and in accordance with County's written instructions. This Agreement and County's use of the Application's features and functionality are County's instructions to Contractor in relation to the processing of County Personal Data.

3.8. County is solely responsible for its data retention obligations with respect to County Data. County may export County Data from the Application at any time during the Agreement Term, using the Application's then existing features and functionality, at no additional charge. County may delete County Data on its Instances at any time. Contractor shall delete County's Instances (and any data remaining on such Instances) upon termination or expiration of the Agreement.

3.9. All rights, title, and interest in and to County Data are and shall remain the property of County. County understands that certain applications will not function absent County Data, and as such, County shall provide digital files, in the form and format and on the schedule specified by Contractor, County Data, and other information reasonably required for Contractor's performance of its obligations under the Agreement. Subject to the terms of the Agreement, County hereby grants to Contractor throughout the term of the Agreement (and after the term solely as reasonably necessary for the performance of Contractor's post-termination obligations to County) the rights to use, reproduce, store, distribute, modify, cache, and transmit County Data via the applicable Application solely to the extent necessary for Contractor to provide the Services or otherwise perform its obligations under the Agreement. Contractor shall allow access to County Data on a need to know basis using the principle of least privilege.

3.10. County Data will be and remain the property of County. Contractor may not use County Data for any purpose other than to render the Services. No County Data will be sold, assigned, leased, or otherwise disposed of to third parties or commercially exploited by or on behalf of Contractor (or any of its Subcontractors). Neither the Contractor nor any of its Subcontractors may possess or assert any lien or other right against or to County Data. Without limiting the generality of the foregoing, (a) the Contractor may use County Data only as strictly necessary to render the Services and must restrict access to such information to Contractor Personnel on a strict need-to-know basis, and (b) the Contractor will not download, copy, transmit or make available any County Data to any third party, except as expressly permitted by this Agreement.

3.11. When County Data is in the Contractor's possession or under the Contractor's control and an event occurs that prevents or hinders the access to or reliable use of such County Data, the Contractor will re-create or restore such data immediately, or in any case, as soon as reasonably practicable, to the last scheduled back-up applicable to such County Data in accordance with the Contractor's responsibilities hereunder. Any such re-creation or restoration will be at the Contractor's expense and County will not be subject to any charge in connection therewith.

3.12. The Contractor will maintain a comprehensive Security Program in compliance with (i) County Rules and (ii) the Federal Information Security Management Act (FISMA), 44 U.S.C. § 3541 *et seq*. The content and implementation of the Security Program and associated technical, organizational, and security measures will be fully documented by the Contractor.

4. Right to Audit

4.1. Vendor shall provide County Information Security Team with the most recent Service Organization Control 2 (SOC 2) Type 2 Report upon request to assess the effectiveness of security processes by observing operations for at least three months, but preferably 6-12 months.

4.2. Contractor shall maintain compliance with industry standards and applicable governing frameworks such as Statement on Standards for Attestation Engagements (SSAE) and the International Organization for Standardization (ISO) (e.g., SSAE 16, ISO 27001, and ISO 27018) throughout the Agreement Term. Contractor shall make available to County, annually and upon request, all information necessary to demonstrate compliance with its

obligations. Contractor shall allow for and contribute to audits conducted by County, or third-party auditor mandated by County, under the following parameters:

4.2.1. County may elect to conduct an audit not more than once within any 12-month period at no cost to County. Any additional audits within the same 12-month period shall be subject to a reasonable fee;

4.2.2. Third-party auditors mandated by County shall enter into confidentiality agreements with Contractor that are no less restrictive than those set out in this Agreement;

4.2.3. County provides reasonable prior notice of such request for an audit;

4.2.4. County ensures such audit shall not be unreasonably disruptive to Contractor's business; and

4.2.4.1.1. Neither County nor its auditors shall be permitted to make unaccompanied site visits or to logically access Contractor's IT systems.

5. Confidential Information

5.1. Contractor's employees, agents, and subcontractors may have access to confidential data maintained by County to the extent necessary to carry out Contractor's responsibilities under the Agreement. Contractor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by County. If it is reasonably likely Contractor will have access to County's confidential information, then:

5.1.1. Contractor shall provide to County a written description of Contractor's policies and procedures to safeguard confidential information;

5.1.2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

5.1.3. Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by Contractor in connection with the performance of the Services; and

5.1.4. Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Agreement.

5.2. The private or confidential data shall remain the property of County at all times. Some services performed for County may require Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement if required, may result in termination of the Agreement.

5.3. No confidential data collected, maintained, or used in the course of performance of the Services shall be disseminated except as authorized by law and with the written consent of County, either during the period of the Agreement or thereafter. Any data supplied to or created by Contractor shall be considered the property of County. Contractor shall return any and all data collected, maintained, created, or used in the course of the performance of the Services, in whatever form it is maintained, promptly at the request of County.

5.4. In the event that a subpoena or other legal process is served upon Contractor for records

containing confidential information, Contractor shall promptly notify County and cooperate with County in any lawful effort to protect the confidential information.

5.5. Contractor shall immediately report to County any unauthorized disclosure of confidential information.

5.6. Contractor's confidentiality obligation under the Agreement shall survive termination of the Agreement.

6. Termination

6.1. Following the termination or expiration of this Agreement, Contractor shall offer transition assistance, which may include, to the extent practicable, an export of County Data from the applicable Application or Instance. To the extent Contractor makes available to County an Application Program Interface (API) or other means to assist with such transition, the API shall be Contractor's Confidential Information, and County is granted a personal, non-sublicensable, nonexclusive, non-transferable, limited license to use the API solely for County's internal use for exporting County's content from the existing system to the new County system. County shall not (a) copy, rent, sell, disassemble, reverse engineer, or decompile (except to the limited extent expressly authorized by applicable statutory law), modify, or alter any part of the API, or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event County breaches this Section or immediately upon notice from Contractor.

6.2. Upon termination of this Agreement and transfer of data to County, Contractor shall sanitize/erase, destroy, and render unrecoverable all County Data still in its possession and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement and transfer of data or within seven (7) days of the request of an agent of County, whichever shall come first. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A (http://csrc.nist.gov/).

6.3. In order to protect the interests of the public, Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to County or another contractor. Contractor shall provide full disclosure to County and third-party contractor of the equipment, Software, Licenses, and Services required to perform for County. Contractor shall transfer licenses or assign agreements for any Software or third-party services used to provide the Services to County or to another contractor.

Further, in the event that County has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Exhibit "10-A" Change Control Definitions and Process

1. Change Control Definitions and Process

Project scope and schedule changes to **Exhibit "4" Vendor's Statement of Work** shall be addressed through this Change Control Process using **Exhibit "10-B" Change Order Form**. Any changes shall be documented, reviewed, and mutually agreed upon by the Parties. The Change Order Form shall document the scope of work and a fee. Implementation of the change shall be factored into the initial project plan and a modified completion date for the project will be detailed, if necessary. The hourly bill rate for all change orders is $_____ USD.

2. Change Control Definitions

a. **"Change Control"** describes the process for managing potential project changes.

b. **"Change Request"** is an informal request by Customer or Vendor to modify the scope, schedule, and/or budget of the Professional Services to be provided pursuant to SOW-#.

c. **"Change Order"** is a formal amendment to SOW-#.generated by Vendor signed by both parties.

3. Change Control Process

The following provides a summary of the process to follow if a change to this SOW is desired:

a. Customer or Vendor submits a written (email acceptable) Change Request including the following:

   i. change description, detailing what is to be amended from this SOW

   ii. rationale for the change

   iii. impact the change may have on the Professional Services

b. Both Customer and Vendor review the Change Request to determine the merits of the request and the impact of on the fees, schedule, scope, and other terms and conditions of the SOW that may result from the implementation of the Change Request.

c. The parties decide either to accept or to reject the change.

d. Vendor prepares a Change Order, which includes a description of the applicable changes to scope, estimated fees, planned resources, timeline, and any other terms.

e. Vendor submits Change Order to Customer for final review and approval.

f. Vendor executes the Change Order and sends to Customer.

g. Customer executes the Change Order, and if applicable, generates a purchase order associated with that Change Order.

The Professional Services described in the fully executed Change Order will be performed by Vendor as included as part of the **Exhibit "4" Vendor's Statement of Work**.

Exhibit "10-B" Change Order Form

Change Order No. X ("Change Order") by and between County and Vendor Name ("Vendor") is subject to all the terms and conditions of **Exhibit "4" Vendor's Statement of Work** ("SOW") in the Agreement between County and Vendor Name dated mm/dd/yyyy.

The Parties agree to revise the scope and budget of the SOW as follows:

1. **Change Order Summary**

   This Change Order is necessary to redefine the requirements to accommodate changes requested by the County for <insert description here>.

2. **Tasks Removed from Scope**

   The tasks below have been removed from the scope of the project:

#	Task
1	
2	
3	

3. **Tasks Added to Scope**

   The tasks below are added to the scope of the project:

#	Task
1	
2	
3	

4. **Estimated Hours**

   The Change Order represents an update to the Budgetary Guidance set forth in **SOW-X** as follows:

Change Order Scope		**Estimated Time to Complete (in hours)**
1		
2		
3		

	Totals Hours:	

5. Change Order Effect on SOW-X Scope Hours and Cost

Original SOW Budgetary Guidance	**Original Project Scope Hours**	**Change Order #**	**Increase (Decrease) Hours**	**Increase (Decrease) Cost**	**New Project Scope Hours**	**New Project Budget**
Total Project Hours and Budget						

6. Change Order Payment Terms

Actual professional services under this Change Order will be billed at an hourly rate of at $xxx.xx USD and invoiced monthly with net 30 payment terms.

If no Bill Rate is provided above, billing for actual professional services under this Change Order will be agreed to by the Parties and will include:

Bill Rate

Invoice Frequency

Net Payment Terms

If travel and expenses (T&E) are expected, details are included in this formal Change Order and will be agreed to and executed between the Parties.

Exhibit "11-A" Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contactor or subcontractor will:

(1) Notify County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached **Exhibit "11-B" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "11-C" Immigration Compliance Certification** prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance for a period of five (5) years and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Allow the audit or review of records of compliance by County upon request.

_____ _____

EEV (E-Verify) Program Number EEV Program Date of Authorization

_____ _____

BY: Authorized Officer or Agent Contractor Business Name
[Contractor Name]

_____ _____

Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____

Commission Expires: _____ *Version 09-20-2013*

Exhibit "11-B" Subcontractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned subcontractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contactor or subcontractor will:

(1) Notify County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the **Exhibit "11-B" Subcontractor Affidavit and Agreement** prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed **Exhibit "11-C" Immigration Compliance Certification** prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

_____ _____

EEV (E-Verify) Program Number EEV Program Date of Authorization

_____ _____

BY: Authorized Officer or Agent Subcontractor Business Name
[Subcontractor Name]

_____ _____

Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____

Commission Expires: _____ *Version 09-20-2013*

Exhibit "11-C" Immigration Compliance Certification

EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

(To be completed by Contractor and all subcontractors prior to contract initiation, every six months after commencement of work, and at any time there is a change in personnel assigned to the Project.)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to the <…>:

_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

1. The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
2. We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
3. If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
4. I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate;
5. To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
6. If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by: **Employer Name & Address:**

_____ _____
Signature of Officer

_____ _____
Printed Name/Title

_____ _____
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____
Commission Expires: _____

Version 09-20-2013

Exhibit "12" Conflict of Interest Affidavit

As a duly authorized representative of Vendor Name ("Vendor"), I, <insert affiant's name>, <insert affiant's title>, certify that to the best of my knowledge that Vendor did not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation, that no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

_____
Signature

_____
Printed Name and Title

_____
Date

Subscribed and sworn before me
on this the ____ day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

COBB COUNTY
PURCHASING DEPARTMENT
122 Waddell Street NE
Marietta, Georgia 30060
phone: 770-528-8400 • fax: 770-528-8428

ADDENDUM NO. 1

Sealed Proposal # 24-6833
Request for Proposals
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

Date: July 18, 2024

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting on July 10, 2024**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer’s ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

_____ _____
Company Name Date

_____
Signature

_____
Print Name

All proposals must be received before 12:00 (noon) by the Proposal Close date. Proposals shall be delivered to Cobb County Procurement Services Department, 122 Waddell Street, Marietta, GA 30060.

ADDENDUM NO. 1

Sealed Proposal # 24-6833
Request for Proposals
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

Date: July 18, 2024

A. Pre- Proposal Meeting – 2:00 PM, July 10, 2024 (Virtual)

1. Proposal Submission Procedures

- **Proposals are due August 8, 2024 before 12:00 PM, noon**, at the Cobb County Procurement Services Department, 122 Waddell Street NE, Marietta, GA 30060. *For GPS directions, please use the following address: 121 Haynes Street, Marietta, GA 30060.*
- Late proposals will not be accepted.
- Proposals will be opened at 2:00 PM on the same day at the Cobb County Procurement Services Department, 122 Waddell Street NE, Marietta, GA 30060.
- The proposal opening may also be watched on Cobb County's government access channel TV23 or the website (www.cobbcounty.org).
- A Georgia Security & Immigration Act Affidavit (Exhibit A) must be included with the proposal. It must be signed and notarized; it must include the E-Verify number to be deemed as completed; if it is not included the proposal will be deemed non-responsive.
- Mark all packages with the company name and proposal number. Use the label in the proposal package.
- If addenda are issued, receipt of each addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal. The acknowledgement form issued with each addendum must be signed, dated, and included with your submitted proposal. Failure to acknowledge addenda may result in the proposal being deemed nonresponsive. Addenda can be located at www.cobbcounty.org/procurement-services.
- **One (1) original, one (1) copy and five (5) flash drives**, each containing an identical electronic copy, of the proposal, must be submitted. Mark the box with the original copy with number 1.
- All questions must be submitted to Cobb County Procurement Services Department by **July 17, 2024 at 5:00 PM**. Questions may be faxed to (770) 528 –8428 or emailed to procurementservices@cobbcounty.org. Please reference the proposal number and proposal title on all questions.
- See the attached sign in sheet from the Pre-Proposal conference.

2. General Notes Presented During Pre-Proposal Meeting

- The intent of this RFP is to provide Participating Public Agencies with a full range of solutions to meet their human resource information system (HRIS) or human capital management (HCM) needs.
- Cobb County, GA has partnered with OMNIA Partners, Public Sector to award a contract from this solicitation and make it available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities and agencies for the public benefit.

- An overview of OMNIA Partners Public Sector and its divisions, including contracting, marketing, account management and partner development, that assist suppliers and agencies with contracts was provided.
- Reviewed Attachment A – OMNIA Partners Requirements and what must be submitted with the response:
    - The following must be submitted: Exhibits A, F, G
    - Review Exhibit B with your legal department and provide any redlines with response.
    - The following are examples/informational in nature: Exhibits B, C, D, E, H
    - While some of the exhibits are examples, any exceptions to any exhibit or any terms and conditions shall be submitted with the response.
    - For Exhibit E, proposers shall submit a sample of their reporting template if already in use with a contract.
    - For Exhibit G, complete even if no business is conducted in New Jersey (for future use, if necessary) but note "No Business Conducted in New Jersey" on the top of the first page.
- Include any exceptions to Cobb County's sample contract or terms & conditions in your proposal response.

3. Questions Asked During Pre-Proposal Meeting
(questions may be paraphrased for brevity)

Question: How do agencies get word about this contract once awarded?
Answer: The OMNIA Partners marketing team works with the supplier's marketing team on all aspects of marketing including email, social media, etc. OMNIA Partners also has a partner development team that works with the supplier's management team and sales team on training and strategy on the contract. OMNIA also has an inside sales team that works to market the contract along with OMNIA's regional managers that market the contracts to agencies around the country.

Question: Are there any functional requirements? Is there a functional requirements document?
Answer: No. The County is looking to offer a broad selection of products and services contained in this RFP, under this OMNIA contract.

Question: If there are, can we get an extension?
Answer: No extension will be granted at this time.

Question: When will questions be answered after the July 17th deadline?
Answer: Questions will be answered as soon as possible. The County anticipates having the last addendum issued no later than July 25, 2024.

Question: Is the County intending to utilize the chosen system(s)?
Answer: With the potential for a multiple award for this contract, the County may elect to use one or several of the systems selected.

Question: Will those suppliers that respond and meet the requirements be awarded a contract?
Answer: This is not a pass/fail. The responses will be evaluated and ranked by a committee with the committee deciding if there will be a single award or if this will be a multiple award contract.

Question: Is implementation, setup, etc. included?
Answer: Yes. The intent is to award a contract that includes all systems and services up to and including maintenance and support.

Question: Is there a specific price sheet?
Answer: No. Proposers may include their own pricing sheet and structure, which can include percentage discounts, discounted pricing or both. Proposers may also include a tiered structure if applicable. If pricing is a lengthy Excel spreadsheet or is included as a link to a website page, proposers may include on the flash drive only as long as it is noted in the physical copies of the response.

Question: What agencies use these contracts? What size? Is there a list?
Answer: OMNIA contracts are utilized by agencies large and small. The agencies can include city, county, state, K-12, higher education and non-profits.

Question: If we currently hold an OMNIA contract, do we have to respond to this solicitation?
Answer: Responding to this solicitation is a business decision that each proposer needs to make.

Question: Can you explain more about not allowing responses for an HRIS that is part of an RFP?
Answer: The County is not interested in contracting for an ERP system that contains an HRIS system as part of it. If a proposer offers an HRIS system that is a standalone module from an ERP, and does not need the ERP to function alongside it, a response is welcome.

Question: What does the County currently use?
Answer: The County currently uses:

- UKG (formerly Kronos) for Timekeeping
- CGI Advantage Financial for Payroll & Employee Data
- NeoGov for Applicant Tracking
- SumTotal for Performance Management and Learning Management

Question: Could we get a list of current HRIS and HCM systems (based on pg. 2-3 of functional requirements) the County could possibly consider replacing?
Answer: See above.

Question: We only do applicant tracking and onboarding. Are you looking for something like that for the contract?
Answer: The County is looking to offer a broad selection of products and services under this OMNIA contract, so you are welcome to submit a proposal for evaluation.

Question: We focus on change management. Is there an opportunity for to provide pricing or a service matrix?
Answer: The County is looking to offer a broad selection of products and services under this OMNIA contract, so you are welcome to submit a proposal for evaluation. You are also encouraged to look at teaming opportunities with other interested suppliers.

B. Questions Submitted in Writing:

Question: What is the total budget allocated for this project?
Answer: There is no allocated budget for this project. Cobb County anticipates spending $1.5 million over the full term of the contract while the national opportunity is anticipated to be $200M annually.

Question: Can work shared between onshore and offshore team, onshore being customer facing consultants and technical work can been accomplished by offshore?
Answer: Yes, as long as the requirements of the RFP are met as well as the Georgia Immigration and Compliance Act (E-Verify).

Question: Are there any specific integrations required with existing County systems? If so, which ones?
Answer: The system is required to integrate with the payroll processing system to bring over hours. There will also need to be an integration with the HR ERP system (CGI Advantage Financial) which tracks employees. Specific employee information is imported into the timekeeping system on a daily basis. This includes new employees and updated job location information. Include a list of compatible integrations that work with the proposed solution as part of the response.

Question: What is the expected timeline for implementation and go-live?
Answer: Implementation for each participating agency will depend on the agency and the negotiated timeline. This solicitation is not for a single implementation but for a national program which participating agencies can piggyback off for solutions.

Question: How many users (HR staff, managers, employees) are expected to use each module of the system?
Answer: The user count could vary for each participating agency. Cobb County currently has approximately 5,500 employees.

Question: What are the expectations for ongoing support and maintenance after implementation?
Answer: Ongoing maintenance is a requirement for any proposed system. Proposer shall also provide releases which shall include functionality upgrades and any necessary security updates.

Question: Can you provide more details on the current system being used for HR management, timekeeping and payroll? This will help understand the scope of data migration needed.
Answer: Participating agencies will have different systems in place. For the County, the current system allows for employees to track time and leave. Accruals are not calculated in the system but are brought over from the HR ERP system (CGI Advantage Financial). Our current system tracks different types of leave along with various types of time such as salaried, hourly, and other shift types for Public Safety.

Question: Will the County consider an extension on the due date for proposals in response to RFP: #24-6833 Human Resource Information Systems and Related Products and Services?
Answer: No extension will be granted at this time.

Question: Please confirm required action for the following items:

- The following need Response:
  - Proposal Submittal Form
  - Subcontractor Affidavit & Agreement (Cobb County Exhibit A-1)
  - Immigration Compliance Certification (Cobb County Exhibit A-2)
  - Omnia Exhibit A – Response for National Cooperative Contract
  - Omnia Exhibit F – Federal Funds Certifications
  - Omnia Exhibit G – New Jersey Business Compliance
    - Documents 1-10 Require Completion?
- The following require Legal Review/redline for submittal:
  - Contractor Affidavit & Agreement (Cobb County Exhibit A)
  - Omnia Exhibit B – Administration Agreement, Example
- The following have no action and are for example only:
  - Omnia Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

- Omnia Exhibit D – Principal Procurement Agency Certificate, Example
- Omnia Exhibit E – Contract Sales Reporting Template
- Omnia Exhibit H – Advertising Compliance Requirement
  - Exhibits 1-12 Do not require Completion?

Answer: Correct, except for the following:

- The Subcontractor Affidavit & Agreement (Cobb County Exhibit A-1) and Immigration Compliance Certification (Cobb County Exhibit A-2) do not need to be submitted with the response; they are only required prior to contract execution.
- Contractor Affidavit & Agreement (Cobb County Exhibit A) must be submitted with the response.
- The Proposal Contents Section (Section 5) needs a response as well.

Question: Regarding Section 6 Evaluation in the RFP page 8 (pdf page 13) Are there specific evaluation points associated with A Relevant Experience, B Product, D Price, and E the Omnia Response?
Answer: The County does not disclose the points associated with each criterion.

Question: Also in Section 6 Evaluation in the RFP page 8 (pdf page 13) C Financial Stability: Should the last line read "Proposers who receive a score of 2 points or less will (NOT) be considered for award" was this a typo?
Answer: Yes, this was a typo. The sentence should read: "Proposers who receive a score of 2 points or less will not be considered for award."

Question: Do we need to submit responses for the everything In Exhibit A? If so, are you looking for a detailed 90-day plan with our response as it states in section 3.3 Marketing and Sales.
Answer: Yes, where a response is required including the detailed 90-day plan.

Question: Could you provide a list of which forms must be completed with our response, and what the expectations are in the event we have exceptions?
Answer: See above (in notes from pre-proposal meeting and previous answers).

Question: Given that this is an RFP to establish a national purchasing contract, can you clarify that the Cobb County terms will not be included in the final contract as these would not be applicable to other Public Agencies?
Answer: The resulting Cobb County contract is the Master Agreement and is the national cooperative contract. All terms and conditions in the contract will apply to the national program unless specified as being specific to Cobb County. Exhibit C of the Master Agreement only applies to purchases made by Cobb County.

Question: With Respect to Exhibit A: Response for National Cooperative Contract, Section 3.3(N), can you please clarify whether Supplier is expected to review all solicitations it responds to in order to determine whether any prospect is an eligible Public Agency or whether these requirements apply only when the entity running the solicitation makes Supplier aware that it is an eligible Public Agency?
Answer: Supplier should review the options listed in 3.3(N) and respond to the options listed, detailing how they would respond to an agency using the listed options.

Question: With respect to Exhibit F (Federal Funds Certification), we do not anticipate any agreement under a resultant contract being considered a "subcontractor" or a "sub-recipient" relationship (as those terms are defined for the purposes of federal contracts/grants).

Can you please confirm:

a. Is initialing these sections mandatory for a response to be considered responsive despite not applying to this arrangement? We note that the prior contract does not have these terms included therein.

1. If initialing those sections is mandatory, that it is possible to clarify in our response that those terms do not apply to the types of contracts into which we will be entering?
2. If initialing those sections is mandatory, that it is possible to clarify that certain sections do not apply as (for example) there will be no assignment of inventions or construction under this contract? "

Answer: Proposer shall provide redlines and exceptions to any terms and conditions they feel are not applicable.

Question: If during the term of this Agreement, the awardee develops or acquires products or services not detailed in the proposal but are within scope, can the awardee introduce this offering to the County with any additional pricings, terms, support agreements, service level agreements, third party terms, etc.?
Answer: As stated in the RFP, "New equipment, products and services may be added throughout the contract term by submitting additions for consideration by the County. If approved, all additions shall be treated as if contained herein."

Question: Per Exhibit C.C the order of precedence only references two documents by name and refers to "any other applicable documents." Would the County please clarify the anticipated, full order of precedence?
Answer: The County is unable to clarify as all other applicable documents are not known at this time. Order of precedence will be discussed and agreed to with the selected Proposer during contract negotiations.

Question: Exhibit C appears to be the standard Terms and Conditions when a vendor is engaged only with Cobb County, not for a national cooperative program. How does an interested vendor interpret what is required in Exhibit C vs. what terms are applicable to the national cooperative? Examples include II. Scope of Work, III. Compensation/Consideration, and IV. Term of Agreement.
Answer: The resulting Cobb County contract is the Master Agreement and is the national cooperative contract. All terms and conditions in the contract will apply to the national program unless specified as being specific to Cobb County. Exhibit C of the Master Agreement only applies to purchases made by Cobb County.

PRE- PROPOSAL CONFERENCE

Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department
July 10, 2024

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	E-MAIL ADDRESS
Stephanie Brice	Cobb County Procurement Services	770-528-8400	procurementservices@cobbcounty.org
Tomek Kruszec	OMNIA Partners	615-431-1861	tomek.kruszec@omniapartners.com
Jim Ollerton	Inovium, LLC	951-663-2107	jim.ollerton@inovium.com
Mike Barnes	Alight Solutions	406-249-4031	mike.barnes.2@alight.com
Mark Munie	Avaap	314-517-5624	mark.munie@avaap.com
Ken Hayner	Cognizant	207-650-3020	khayner@collaborativesolutions.com
Cortney McCray	NeoGov	310-426-6304	cmccray@neogov.net
Keith Martin Brian Carter	Dayforce	678-848-1646	keith.martin@dayforce.com

***Please note that contact information provided to a government agency may be subject to public release as required by Georgia's open records law.**

*****PLEASE PRINT LEGIBLY*****

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Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department
July 10, 2024

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	E-MAIL ADDRESS
Bill Gaskill	Workday	202-257-0232	bill.gaskill@workday.com
Brian Coopman Sean O'Donnell	UKG	954-395-0654	brian.coopman@ukg.com sean.odonnell@ukg.com
Anthony Kitchens Michael Brown	ARK Global Partners LLC	404-236-9285 x110	tony@arkglobalpartners.com
Jessica Krattiger	CherryRoad Technologies	262-370-2929	jkrattiger@cherryroad.com
Tayiba Garcia	Infor Public Sector	404-931-8465	tayiba.garcia@infor.com
Nicole Blakely	The Joseph Group Advisory Services		info@tjgconsultants.com
Sanjay Rane	Humano Tech Inc	770-955-9285	sanjay.rane@humano.tech
John Guzak	KeldairHR	570-880-0219	john.guzak@keldairhr.com

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PRE- PROPOSAL CONFERENCE

Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department
July 10, 2024

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	E-MAIL ADDRESS
Dhivya Balasundram Divya Chekuri	Monad Solutions, Inc.		dhivya.balasundram@monadsolutions.com dhivya.chekuri@monadsolutions.com

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*****PLEASE PRINT LEGIBLY*****

Exhibit "C"
UKG Public Sector MSA

Exhibit "C"
UKG Public Sector MSA

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

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

1. Services

1.1 Subscription Services. The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Customer of all fees and Customer's compliance with this Agreement, the Services Description, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.

1.2 Support Services. UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at https://www.ukg.com/saas-support-policies-and-services. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.

1.3 Professional Services. UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.

1.4 Training Services. In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to

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

2. Acknowledgements

2.1 Reservation of Rights. The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no “work for hire” created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.

2.2 Use Restrictions. Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.

2.3 Customer Feedback. Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services (“**Feedback**”), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

2.4 Consent to Subcontract. Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG’s behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.

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

2.6 Upgrades and Modifications.

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

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

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

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

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

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

3. Fees and Taxes

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

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

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

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

4. Data, Security and Privacy

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

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

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

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

5. Confidentiality

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

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

5.2 Exceptions. Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

5.3 Nondisclosure. Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.

5.4 Protection. Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

5.5 Use. Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.

5.6 Disclosure Exceptions. Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).

5.7 FOIA/Public Disclosure Laws. Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Customer may disclose such information to third parties upon written request to the extent compelled by such Applicable

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

6. Warranty

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

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

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

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

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

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

7. Term and Termination

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

7.2 Types of Termination

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

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

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

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

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

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

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

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

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

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

8.2 Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the applicable Subscription Services and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

8.3 Exceptions. UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) use other than as expressly permitted by this Agreement or by UKG in writing; or (b) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.

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

8.5 Government Control of Defense. If Customer is a US Federal, State, or Local governmental entity, then, to the extent required by law, the following will apply: Any

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

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

9. Limitations of Liability

9.1 **Monetary Cap.** DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE PROVIDED TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

9.2 **Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.

9.3 **Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH

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

10. General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Definitions

11.1 "**Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

11.2 **"Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.

11.3 **"Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.

11.4 **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Information.

11.5 **"Documentation"** means the written specifications for the Subscription Services or other published online by UKG on its community pages accessible at https://www.ukg.com/support and https://library.ukg.com/, such as user manuals and administrator guides, as well as the Services Descriptions.

11.6 "DPA" means UKG's U.S. Data Processing Agreement located at https://www.ukg.com/us-dpa .

11.6 **"Order"** means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the

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

11.7 **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.

11.8 **"Personal Information"** means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information".

11.9 **"Professional Services"** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.

11.10 **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.

11.11 **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offerings located at http://www.ukg.com/services-descriptions.

11.12 **"Statement of Work"** or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.

11.13 **"Subscription Services"** means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.

11.15 **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.

11.16 **"Training Services"** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

11.17 **"UKG"** means UKG Kronos Systems, LLC., a Massachusetts limited liability company with its principal place of business at 900 Chelmsford Street, Lowell, MA 01851.

Exhibit “C-1” UKG Services Descriptions

Exhibit "C-1" UKG Services Descriptions

UKG Extensions for Health Care Services Description

Exhibit 1 Cloud Services for Healthcare Extension

Exhibit 2 Security and Disaster Recovery

Exhibit 3 Service Level Agreement

Extensions For Healthcare Services Description

1. Services Description

This services description ("**Services Description**") applies to UKG's provision of the Workforce Forecast Manager for Healthcare SaaS, Workforce Workload Manager for Healthcare SaaS, Workforce Target Intelligence for Healthcare SaaS, the Workforce Extensions for Healthcare Bundle, WF Extensions for Healthcare and related services in UKG's hosting environment (the "**Subscription Services**" or "**Healthcare Extensions**") when set forth on the Order. Subscription Services shall be delivered by means of Customer's permitted access to the infrastructure hosting the Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of UKG Workforce Management and other Services (collectively, the "**Agreement**").

2. Definitions

"Cloud Services for Healthcare Extensions" means those services described in **Exhibit 1**, the "Cloud Services for Healthcare Extensions".

"Encrypt" or **"Encryption"** means to cryptographically protect data using methods such as symmetric encryption algorithm, asymmetric encryption algorithm or a one-way hashing algorithm.

"**Encryption Gateway Tool**" means the WF Extensions for Healthcare Encryption Gateway for UKG Cloud tool described in section 5.

"HIPAA" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

"PHI" means Protected Health Information as defined by HIPAA.

"Solution" means the combination and use of the Healthcare Extensions working with the Encryption Gateway Tool.

3. Data Security

As part of the Subscription Services, UKG shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described in **Exhibit 2** herein. These terms, as well as the Business Associate Addendum that the parties may enter into, replace any Data Security and Privacy terms outlined in the Master Services Agreement or data protection addendum for the purposes of the Healthcare Extensions.

4. UKG Responsibilities

UKG offers the Service Level Agreement and associated SLA Credits attached hereto and incorporated herein by reference as Exhibit 3 for the Subscription Services.

5. Encryption Gateway

5.1 Description of the Encryption Gateway Tool

(a) As part of Subscription Services, UKG licenses to Customer the right to install and use the WF Extensions for Healthcare Encryption Gateway for UKG Cloud tool (***"Encryption Gateway Tool"***) in accordance with the terms of this Services Description. The Encryption Gateway Tool will Encrypt PHI before it is transmitted to the UKG Cloud and it will un-Encrypt the PHI when it is extracted from the UKG Cloud in accordance with the Encryption Gateway Tool documentation. It shall be Customer's responsibility to install and apply updates to the Encryption Gateway Tool in accordance with Section 5.2 below.

(b) UKG will deliver the Encryption Gateway Tool by giving Customer access to the secure Customer portal and such tool shall be available for download and to be installed by Customer, on Customer's server and behind its firewall at its facility location. The Encryption Gateway Tool will be under the Customer's control at all times and Customer shall install updates to the Encryption Gateway Tool when such updates are made available by UKG. The Encryption Gateway Tool is licensed to Customer concurrently with the Healthcare Extensions and upon termination or expiration of Subscription Services, Customer's right to use the Encryption Gateway Tool shall also terminate. Customer agrees to uninstall the Encryption Gateway Tool upon termination of Customer's right to use the Subscription Services.

(c) The Encryption Gateway Tool must be installed outside of the UKG Cloud, on a server that is under Customer's control, therefore, the parties agree that the Health Extensions SLA referenced in Exhibit 3 and the UKG Cloud as detailed in this Services Description shall not apply to the Encryption Gateway Tool.

5.2 Customer's Responsibilities

Customer agrees to:

(a) install, maintain, and use the Encryption Gateway Tool as part of the Subscription Services in accordance with the Encryption Gateway Documentation. Customer acknowledges that its failure to immediately apply updates to the Encryption Gateway Tool when such updates become available may: (i) compromise the security of Customer Data, including, Personal Data and PHI; and (ii) result in incompatibility between the Healthcare Extensions and the Encryption Gateway Tool, which could cause failures in Encrypting and un-Encrypting data, and affect the scope of the Subscription Services provided by UKG and its ability to adhere with its compliance programs, including those verified by the independent auditor report (i.e., SOC reports).

(b) install and maintain the Encryption Gateway private key per the Encryption Gateway Documentation, and not share the Encryption Gateway private key with any third party who does not have a need to know, including not sharing the Encryption Gateway private key with UKG. Customer acknowledges that should Customer lose the key, any encrypted data will remain encrypted.

(c) enter and maintain PHI only in the fields defined in the Healthcare Extensions Documentation; and to only send PHI data (e.g., screen shots containing PHI) to UKG by means of secure support channels for such data.

(d) use unique user ID and passwords for all users of Healthcare Extensions.

(e) configure Healthcare Extensions user's account to meet Customer's HIPAA policy requirements for complexity, length duration and lockout.

(f) determine user access/authorization to the application level of the Solution and assure that the level of access and the user assigned roles and permission are appropriate, which includes periodic application level logical access review.

(g) review application logs to meet Customer's HIPAA compliance program.

(h) immediately notify UKG in the event Customer discovers a security issue with the Solution.

(i) provide UKG resources with application-level accounts as reasonably needed to support the Healthcare Extensions, and not unreasonably withhold such access.

Exhibit 1

Cloud Services for Healthcare Extensions

Cloud Offering	
Sub-processor for Healthcare Extensions: Cyxtera Technologies, Inc. BAC Colonnade Office Towers 2333 Ponce De Leon Blvd, Suite 900 Coral Gables, FL 33134 USA **NOTE: Healthcare Extensions are deployed in datacenters in the USA ONLY.**	No data processed; co-location services only
Environments: One standard Production and one Non-Production (Development) environment. Excludes Encryption Gateway software running at a location outside of the UKG Cloud, on a server that is in customer's control.	Included. Additional non-production environments are available for additional fees.
Environment restoration: Restore of Production environment to one Non-Production environment once per week. Customer is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the Non-Production environment. Excludes Encryption Gateway software running at a location outside of the UKG Cloud, on a server that is in customer's control.	Included. More frequent restores or additional environments will be subject to additional time and material fees.
Connectivity to Service: Customer's users connect to applications via secure TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. UKG will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. UKG related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the UKG Cloud. Applicable ports must be opened from customer network as described in product documentation.	Included
Operating System and Database Software Management: Subscription Service of critical security patches, service packs and hot-fixes; maintenance of servers. Excludes Encryption Gateway software running at a location outside of the UKG Cloud, on a server that is in customer's control.	Included
Server Maintenance: Repair and replacement of defective or failed hardware and the installation of hardware upgrades. Excludes Encryption Gateway software running at a location outside of the UKG Cloud, on a server that is in customer's control.	Included
Subscription Service Updates: Services to perform technical tasks required to apply Subscription Service service packs, legislative updates (if applicable), point releases and version upgrades. Excludes Encryption Gateway software running at a location outside of the UKG Cloud, on a server in customer's control.	Included

Cloud Offering	
Backups: Customer data is backed up daily. Database backups are replicated via encrypted connections to a second UKG Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups. Excludes Encryption Gateway software running at a location outside of the UKG Cloud, on a server in customer's control.	Included

EXTENSIONS for HEALTHCARE EXTENSIONS

Cloud Guidelines and Assumptions

Assumption
Estimated availability of Production server hardware in UKG Cloud is approximately 30 days after the Order Form is processed.
Customer agrees to receive automatic updates to the Subscription Services.
Subscription Services will support English only.
Customer agrees not to conduct security testing, which includes but is not limited to penetration testing and vulnerability scanning.
Customer agrees not conduct any sort of automated or manual performance testing of the Service.
Retention policies must be configured in the Subscription Services. Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Additionally, application audit log will retained for 30 days.
Customer will be required to sign a go-live milestone document confirming customer has completed its testing and is ready to go live with the UKG Healthcare Extensions.

EXTENSIONS for HEALTHCARE EXTENSIONS

Upgrade Services

The Subscription Services include services for UKG to execute tasks to apply point releases and version upgrades to customer's Subscription Services. Subscription Services are limited to those tasks which apply these updates to the Subscription Services. Subscription Services related to upgrade of Encryption Gateway Environment and Encryption Gateway software running at a location outside of the UKG Cloud on a server in customer's control are not included.

The table below reflects the included/excluded upgrade tasks.

Planning Phase	
Customer/ UKG Introduction Call – up to 30 minutes	Included
Technical readiness & architecture review – UKG Cloud Environment	Included
Technical readiness & architecture review – Encryption Gateway environment	Not Included
Assessment Phase	
Assessment of Interface Upgrades to UKG Dimensions	Included
Assessment of new features or changes to configuration	Not included
Assessment of customs, custom interfaces and custom reports and development activities related thereto	Not included
Solution Upgrade / Build Phase	
One (1) restore of Production database to Non-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
Upgrade Non-Production and Production environments to new point release or version.	Included
Upgrade of interface integration(s) to UKG Dimensions per features in product documentation, if applicable.	Included
Upgrade of integrations beyond integration to UKG Dimensions per features in product documentation.	Not Included

Upgrade of any customs, custom interfaces and custom reports and development activities related thereto.	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Upgrade of Encryption Gateway environment and Encryption Gateway software running at a location outside of the UKG Cloud, on a server in customer's control.	Not Included
Test & Certify Phase	
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop customer-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	Customer
Deploy & Support Phase	
Deployment Readiness Call – up to 30 minutes	Included

Note that new feature configuration, project management services, other Professional and Educational Services and training are not included as part of Upgrade Subscription Services, but may be purchased independently, if desired.

If not specifically noted, the customer should assume responsibility of the task and/or deliverable.

EXHIBIT 2
Security and Disaster Recovery

Security: UKG maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts (AICPA) Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The UKG Private Cloud is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The UKG Private Cloud is located in data centers that undergo SSAE 18 examinations. Management access to the UKG Private Cloud is limited to authorized UKG support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the UKG Private Cloud to meet the Trust Services Principles of Security, Availability and Confidentiality. The Subscription Services provide the customer with the ability to configure application security and logical access per the customer's business processes. Additionally, an independent auditor provides an opinion on the design and operating effectiveness of controls to meet the security requirements of the Health Insurance Portability and Accountability Act Security Rule, which is available upon written request. In the event the customer identifies a security issue, the customer will notify UKG. For security purposes, customers are restricted from accessing the desktop, file systems, databases and operating system of the environments. Customer agrees not to upload payment card information, as the service is not certified for PCI DSS.	Included
Disaster Recovery Services: Customer environment and all customer data in the UKG Cloud are replicated to a secondary UKG Cloud data center. Disaster Recovery Services provide a Recovery Point Objective (RPO) of 12 hours and a Recovery Time Objective (RTO) of 24 hours. Any issues arising out of the Disaster Recovery event due to customer configuration/customization and/or customer third party software outside of the UKG Cloud is the responsibility of the customer to resolve. Excludes Encryption Gateway Tool running at a location outside of the UKG Cloud, on a server in customer's control.	Included

EXHIBIT 3

Healthcare Extensions

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Subscription 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' Go Live Acceptance Form for Customer's production environment.

99.75% Subscription Services Availability

Actual Subscription Services Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

SLA Credit Calculation: An Outage will be deemed to commence when the Subscription Services are unavailable to Customer in Customer's production environment hosted by UKG and end when UKG has restored availability of the Subscription Services. Failure to meet the 99.75% Subscription Services Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

If, due to an Outage, the Subscription 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 PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly PEPM Fees.

"**Outage**" means the accumulated time, measured in minutes, during which Customer is unable to access the Subscription Services 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 Data, 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 Subscription Services in a manner inconsistent with the Documentation for such Subscription Services.

"**Maintenance Period**" means scheduled maintenance periods established by UKG to maintain and update the Subscription Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the SLA 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 days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.

2. 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 Subscription Services updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.

3. Customer Specific Maintenance will occur between 12am-6am EST.

4. Excluding any customer requested Subscription Services updates, UKG will provide notice for planned downtime via an email notice to the primary Customer contact so planning can be facilitated by Customer.

5. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and UKG.

6. 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 Subscription Services are unavailable as the result of an Outage.

Reporting and Claims Process: SLA 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 a Subscription Services 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 SLA Credit by written notice to UKG. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

The Service Level Agreement in this Exhibit, and the related SLA 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 SLA Credits.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription 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 Subscription 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.

Exhibit "C-1" UKG Services Descriptions

UKG Great Place to Work Services Description

Great Place to Work® Services Description (United States Only)

1. Services Description

1.1 This services description applies to UKG and its Affiliates' provision of the commercially available version of Great Place to Work® services and related services available in the United States, when included on an Order. Subscription Services will be delivered by means of UKG permitting Customer to access the infrastructure hosting such Subscription Services. This Services Description is subject to and governed by the applicable Order, and the agreement governing Customer's use of Subscription Services (the "Agreement"). Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement. Great Place to Work Institute, Inc is an Affiliate of UKG Inc.

1.2 For the purposes of this Services Description, (a) Great Place to Work-branded software-as-a-service applications are considered "Subscription Services"; (b) any deployment, launch, configuration, implementation, integration, delivery, or management, services, or any other consulting services provided by UKG for the Subscription Services are considered as "Professional Services," and (c) any support and maintenance services provided by UKG for the Subscription Services are considered "Support Services," (collectively "**Great Place To Work Services**").

1.3 For the purposes of this Services Description, Great Place to Work Services includes: Great Place to Work, Great Place to Work Global, UKG Great Place to Work Hub, UKG Pro Great Place to Work Hub, UKG Ready Great Place to Work Hub, Great Place to Work Certification - Assess Tier, and GPTW Data Integration.

2. Definitions

"**Assessment**" means any assessment as part of the Great Place to Work Services using its tools and methodologies to assess and measure workplace culture, which may include use of Trust Index, Survey, Culture Audit, Culture Brief, Trust Model and Methodology.

"**Certification Period**" means the twelve-month period beginning upon the date the Customer receives the designation as a Great Place to Work®. The Certification Period does not automatically renew.

"**Output**" means the result or outcome produced by Great Place to Work Services or produced after the Customer Data has been processed by Great Place to Work Services.

"**GPTW Licensees**" means third parties who have entered into license agreements with UKG to be able to provide the Great Place to Work Services (in whole or in part) in specific territories outside of the United States of America.

"**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

"**Raw Data**" means the responses received by UKG from Customer's employees in connection with Survey(s) and/or one-to-one interviews administered by UKG to support the Great Place to Work Services.

"**Survey**" means the web-based Trust Index survey and any other Customer employee engagement survey consisting of Great Place to Work's standard survey questions and/or additional questions as requested by Customer.

3. Great Place to Work Services, Data Ownership and Use

3.1 Ownership and License of Customer Data. Customer retains ownership of all right, title, and interest in and to Customer Data and Raw Data.

3.2 Raw Data License. Customer grants to UKG a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Raw Data in aggregated, de-identified form, that does not identify Customer Confidential Information, and that is stripped of all persistent identifiers (e.g., device identifiers, IP addresses, and cookie ID's), in a manner that does not allow the Raw Data on its own to be identified as originating from any individual survey taker, for the purposes of providing or maintenance of, improvement to, and operation of the Great Place to Work Services, for new or different products or services, and for benchmarking purposes.

3.3 GPTW Licensees. Customer consents to GPTW Licensees providing a portion of the Great Place to Work Services to Customer on UKG's behalf when UKG deems it necessary, including without limitation when providing the Great

Place to Work Services outside of the United States. UKG shall be responsible for the actions of GPTW Licensees relating to the portion of the Services provided by GPTW Licensee(s).

3.4 Raw Data. Within five (5) business days after the Survey has closed UKG will convert Raw Data to a de-identified and aggregated form.

3.5 Monitoring. UKG may monitor and analyze the use of Great Place to Work Services and Great Place to Work Services may record information concerning how often Customers use Great Place to Work Services, the events that occur within the application, aggregated usage, performance data, and access locations. The Subscription Services will collect usage statistics and other data from Customer, such as mobile number, email address, IP address, or other unique verification identifier, for the purposes of enabling multifactor authentication; providing, operating, maintaining, customizing, and improving the Subscription Services; developing new or different products or services; and benchmarking, modeling, and training. The Parties mutually agree and acknowledge that, solely in relation to the purpose of improving the Services, UKG's use of such Customer Data shall be considered a compatible purpose with the original processing intention for which the Customer Data was initially collected.

3.6 Similarity of Output. Customer acknowledges that due to the nature of Great Place to Work Services and artificial intelligence generally, Output may not be unique and other users may receive similar content from Great Place to Work Services.

3.7 Accuracy. Due to the probabilistic nature of artificial intelligence, the use of Great Place to Work Services may produce inaccurate results. The Customer acknowledges and agrees that: (a) the Output should not be solely relied upon as completely accurate or as a replacement for professional advice; and (b) the Output must be reviewed and assessed by human reviewers for accuracy and suitability before being used or shared. The Customer remains fully responsible for any data they provide and for their use of the results or outcomes generated by the Great Place to Work Services after processing Customer Data. Great Place to Work Services are not intended to replace the human judgment of Customer's own personnel during any step of the recruitment or hiring process.

3.8 Responsibility. Customer must:

(a) provide legally adequate privacy notices, obtain necessary consents for the processing of personal data by Great Place to Work Services prior deploying the functionality, and provide for individual's data rights;

(b) provide individual with the opportunity to opt out or opt in, as appropriate under the applicable laws, from Great Place to Work Services and have their application and information be processed manually by Customer; and

(c) use Great Place to Work Services in accordance with applicable laws and the UKG Acceptable Use Policy.

4. GPTW Badges

If UKG certifies Customer as a Great Place to Work, UKG grants to Customer a non-exclusive, revocable, limited license to use and display the following Badge Types during the Certification Period, subject to the corresponding Customer Obligations:

Badge Type	URL(*)	Customer Obligation
Certification Badge	https://www.greatplacetowork.com/certification-brand-guide ("Certification Badge Guidelines")	During the Certification Period for the sole purpose of promoting Customer's designation as a Great Place to Work .Customer will remain in full compliance with the Certification Badge Guidelines https://www.greatplacetowork.com/certification-brand-guide when displaying the Certification Badge

Regional List Badge	https://www.greatplacetowork.com/regional-list-badge-guide ("Regional List Guide")	During the Certification Period for the sole purpose of promoting Customer's designation as a company that has achieved one of the top Trust Index scores within a global region, as defined by UKG. Customer will remain in full compliance with the International Regional List Badge Guidelines located at https://www.greatplacetowork.com/regional-list-badge-guide ("Regional List Guide") when displaying the Regional List Badge.
National List Badge	https://www.greatplacetowork.com/national-list-badge-guide ("National List Guide")	During the Certification Period for the sole purpose of promoting Customer's designation as a company that has achieved one of the top Trust Index scores within a designated country. Customer will remain in full compliance with the National List Badge Guidelines https://www.greatplacetowork.com/national-list-badge-guide when displaying the National List Badge.

*** Customer and UKG agree and acknowledge that the links set out in the table above are incorporated into this Service Description by reference.**

5. Certification

5.1 General. Great Place to Work Services permit Customer to attempt one (1) "Great Place to Work®" certification for each year of the subscription term. For example, a three (3) year Initial Term provides Customer a maximum of three (3) attempts to be used during the Initial Term. If Customer is certified as a "Great Place to Work®," the certification will continue for the Certification Period.

5.2 Eligibility Requirements. Great Place to Work Services eligibility requires that Customer:

(i) Have 10 or more country-based full-and/or part-time employees (do not include per diem, temporary or contract employees).

(ii) Ensure that the survey is accessible online to all employees.

(iii) Administer a certification-eligible Trust Index© Survey to all employees if total country-based employee count is 5,000 or fewer. If Customer has more than 5,000 country-based employees, depending on the details of the package ordered (i.e., Assess, Analyze or Accelerate), Customer must, at a minimum, survey 5,000 employees (generated as a random sample from the entire country's employee population) or may contract to conduct a full census.

(iv) Receive enough Trust Index Survey responses to meet or exceed the current certification threshold with less than 10.5% margin of error at a 90% confidence level in the results.

(v) Submit a culture assessment that reflects employee demographics and Customer programs at the time of distributing the survey.

(vi) The certification-eligible Trust Index Survey and culture assessment must reflect the entire entity within the country, including the parent, all subsidiaries, divisions, and departments in that country. Customer can only be awarded certification independently of their parent organization and related subsidiaries if Customer can show, prior to initial purchase, that they operate as a distinct and separate business, brand, and culture.

5.3 Great Place to Work Certification, Profiles, and Best Workplaces Lists Consideration.

5.3.1 Once Customer has completed all the required steps, should the average of all Great Place To Work® Model© statements meets the certification threshold, Customer will be awarded the designation as Great Place To Work®-Certified™ and a Great Place To Work® Profile™ will be published, as applicable.

5.3.2 Certification is valid only during the Certification Period. Customers awarded certification can use the country-specific certification badge, royalty free, during the Certification Period according to the guidelines found on the certification Badge Usage Guideline located at https://www.greatplacetowork.com/certification-brand-guide.

5.3.3 Great Place To Work®-Certified™ Customers are considered for all Best Workplaces Lists for which it is eligible during the Certification Period. To be considered for Great Place To Work Best Workplaces Lists, the rules are as follows:

(i) Enough survey responses must be received by Customer to meet or exceed the Best Workplaces List threshold of less than a 5.5% margin of error at a 95% confidence level in the results.
(ii) Customer must be Great Place To Work-Certified at the time of any deadline for any Best Workplaces List and meet specific criteria. Deadlines and criteria are subject to change.
(iii) Customer must have a published Great Place To Work® profile. The Great Place To Work® profile is published online by UKG and may highlight Customer facts and high-level positive results from the survey.
(iv) Only Customers selected for a Best Workplaces List can use the country-specific List badge according to the guidelines found here: https://www.greatplacetowork.com/national-list-badge-guide.

Any customer that appears on a Great Place To Work® Best Workplaces™ List is selected primarily based on their employees' responses to the Great Place To Work Trust Index Survey which is a proprietary employee survey developed by UKG. The specific criteria and methodology for each Best Workplaces List is managed by and at the discretion of UKG and is subject to change.

5.4 Integrity of Best Workplaces Selection Process

UKG does not consider personal relationships, gifts, or any other influences (or attempted influences) in the selection of Customer for certification and/or a Best Workplaces List. Purchasing UKG services (e.g., Consulting) does not increase the likelihood that Customer receives a Great Place To Work® Certification or will appear on a Best Workplaces List. Evaluators involved in the selection of Customer for a Best Workplaces List sign non-disclosure agreements and are screened for potential conflicts of interest.

6. Positive Recognition Guidelines

6.1 Positive Recognition will be provided to Customer named in publicity and findings distributed by UKG and its media partners. Customer will not be negatively critiqued for its efforts, policies, programs, or practices.

6.2 UKG may publish findings on Customer without prior approval from Customer, provided this use is in accordance with this section.

6.3 Customer irrevocably authorizes and grants to UKG and its Affiliates the right to use Customer logos or trademarks, photographs or graphics, or other information that has been submitted to UKG by Customer or its employees in order for UKG to evaluate Customer or prepare a Great Place To Work® profile (collectively, the "Material") as part of the Great Place to Work Services, at its discretion, for purposes of developing and publishing Best Workplaces Lists and related findings, and to develop additional products and services. Customer hereby waives any inspection or approval of Material, and the use thereof, and acknowledges and agrees that the consent provided under this section includes the right of UKG to copy, cut, crop, edit, revise, alter, adapt, modify or otherwise change and use the Material, in whole or in part, without additional approval or consideration.

6.4 Customer hereby consents to the publication Customer's Materials as of the Great Place To Work® profile created by UKG, as applicable. From time to time, UKG may enter into agreements with third parties for publication of the Great Place To Work Profile in print and other forms of media, and Customer agrees to such third-party use of its Material.

7. Confidentiality

7.1 For the avoidance of doubt, Confidential Information (as defined in the Agreement) includes the Raw Data. Notwithstanding the Confidentiality provisions in the Agreement:

7.2 UKG will only provide the following data to approved media and research partners, subject to a written agreement with UKG for purposes of developing and publishing a list and/or related findings:

(a) To research partners – the de-identified and aggregated Raw Data;

(b) To media partners - the Customer (company) name, the Overall Rating (e.g. "Certified", or on a particular list such as "Best Workplaces"), culture assessment, specific Trust Index Survey results, Company demographics (e.g. number of employees, what they do, where they are located), and Customer approved statements.

7.3 UKG may use aggregate data to publish reports, articles, research, or books in addition to Best Workplaces Lists and Great Place To Work profiles. UKG may cite examples of Customer's best practices in presentations and speeches, media interviews, articles, and other communications, but only in accordance with the Positive Recognition Guidelines.

7.4 Customer expressly acknowledges and agrees that UKG is not required to, and will not, disclose Raw Data to Customer.

8. Intellectual Property Rights

8.1 Ownership. As between UKG and Customer, Great Place to Work Services, and all Intellectual Property Rights therein or relating thereto, including but not limited to Great Place to Work badges (except for limited rights granted to Customer and Customer's users herein), are and will remain the exclusive property of UKG.

8.2 Customer Use. Without UKG's prior written approval, which may be withheld in UKG's sole discretion, Customer will not use or re-use such Intellectual Property Rights in any manner other than as necessary for its use of the Great Place to Work Services (including in any surveying conducted either in-house or with another vendor outside of the scope of this Service Description) in accordance with the Agreement and this Services Description. Reports provided by UKG to Customer may be distributed internally by Customer, but external distribution of such reports is prohibited, except with the prior written approval of UKG, which will not be unreasonably withheld. Any use of UKG's Intellectual Property Rights in or relating to Great Place to Work Services other than as expressly described in this Service Description requires prior written approval from UKG. UKG may include Customer's name on a client list, unless notified otherwise in writing by Customer.

9. Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of the Certification Period, Customer's and Customer's users' right to access and use the Great Place to Work Services, including but not limited to Great Place to Work badges, will immediately terminate, and Customer will immediately cease all use of the Great Place to Work Services.

10. Support Policies. Notwithstanding any conflicting terms in the Agreement, the Parties agree that the support policy for Subscription Services included in the Agreement does not apply.

Exhibit "C-1" UKG Services Descriptions

UKG Great Place to Work Services Description Badge Guide

Great Place To Work. (/)

Exhibit “C-1” UKG Services Descriptions
UKG Great Place to Work Services Description Badge Guide

MENU

National List Badge Guidelines

The national list badge is awarded to companies who have achieved the top scores in a designated country. The navy blue box coloring indicates a national list badge.



™

Great Place To Work. (/)

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List Badge Alignment & Spacing

The national list badges have been designed in this square format with the Great Place To Work® logo placement in the bottom left corner. The top half of the badge is where list titles and list names will be typeset. The bottom right corner is reserved for country names and year.

Grid Alignment

Great Place To Work. (/)

MENU



Best List Name

Country/Region

Year/Range

Clear Space

™

GPTW Logo

Great Place To Work. (/)

MENU



The grid shown in the above example displays the minimum area to be kept clear from any graphics or other interference. This area is directly related to half the height of the box container (x) and surrounds the brandmark at the furthest point on each side.

Approved National List Badge Alternative

The full color blue badge may be used as alternative option. This badge is approved for 2022 National List badges and must not be modified for any other badge uses.

roved National List Badge Alternative

The full color blue badge may be used as alternative option. This badge is approved for 2022 National List badges and must not be modified for any other badge uses.



dge Usage

MENU

To maintain consistency throughout our identity application it is essential that our brandmarks are never altered in any way. Please keep in mind that the integrity of the Great Place To Work® brand is diminished when the brandmarks are used incorrectly. It is essential that all of our brandmarks are always reproduced from the master artwork.

Creative Modifications to Avoid



ne color, or use any other non-approved colors.

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MENU



Rotate or create an

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MENU



Best
Workplaces™

Add a drop-shadow c

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AUSTRALIA

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2022

MENU





Stretch or

Great Place To Work.

ne containing shape of the national list badge.

(/)

MENU



Skev lge c nde

create any type of problem with the national list badge (/)



Alter or amend the language on the national list badge.

Great Place To Work. (/)

MENU

Offerings (/solutions/certification)

Great Place To Work Certification (/solutions/certification)

Employer Awards (/solutions/recognition)

Employee Surveys (/solutions/employee-surveys)

For All Summit (/for-all-summit)

Customer Reviews (/reviews)

Best workplaces (/solutions/certification)

Certified companies (/certified-companies)

Recent list publications (/best-workplaces)

Upcoming list publications and deadlines (/list-calendar)

Great Place To Work.

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- 100 Best Companies to Work For® (/best-companies-to-work-for)
- PEOPLE® Companies that Care (/companies-that-care)
- Best Small & Medium Workplaces™ (/best-small-medium-workplaces)
- *Fortune* Best Workplaces for Women ™(/best-workplaces-women)
- World's Best Workplaces (/worlds-best-workplaces)
- Best Workplaces for Millennials™ (/best-workplaces/Millennials/2024)

Insights (/resources)

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- Newsletter sign-up (/newsletter)

Popular Resources (/resources)

- Employee well-being report (/employee-wellbeing)
- 11 Benefits of Getting Great Place To Work Certified (/resources/blog/11-benefits-of-getting-great-place-to-work-certified)
- What Is Talent Management? Definition, Strategy, Processes and Models (/resources/blog/talent-management-definition-strategy-processes-models)
- How to Build a Successful Talent Acquisition Strategy (/resources/blog/talent-acquisition-strategy-definition-benefits-strategies)
- Creating a Culture of Recognition (/resources/blog/creating-a-culture-of-recognition)

About us (/about)

- Our mission (/about)
- Our model (/our-model)
- Our team (/team)
- Our book: A Great Place To Work For All (/book)
- Careers (/careers)

(https://www.linkedin.com/company/great-place-to-work-us/)
(http://www.facebook.com/GreatPlacetoWork)
(https://x.com/gptw_us)
(http://instagram.com/gptw_us?ref=badge)

(http://www.youtube.com/user/GreatPlaceToWorkUS)

+1 415 844 2500 (tel:+1 415 844 2500)

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Privacy & Security Notice (/privacy-security-notice)

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Certification & Lists Terms (/certification-best-workplaces-lists-terms)

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Certification Badge Usage Guide (https://www.greatplacetowork.com/certification-brand-guide)

National List Badge Guide (/national-list-badge-guide)

Regional List Badge Guide (/regional-list-de)

Category List Badge Guidelines (/cate guide)

U.S. Best Workplaces™ List Guidelines (/ -list-guidelines-us)

Master Services Agreement (/master-services-agreement)

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Exhibit "C-1" UKG Services Descriptions

UKG HR Service Delivery SaaS Services Description

Exhibit 1 Service Level Agreement for the Subscription Services Availability

Exhibit 2 Customer Support Policy

UKG HRSD
Services Description (EMEA only)

1. Services Description

1.1 This Services Description applies to UKG's provision of the commercially available version of the UKG HR Service Delivery software as a service (when ordered in EMEA) ("**HRSD**"), in UKG's hosting environment and related Services, as listed in Section 1.2. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other Services (collectively, the "**Agreement**").

1.2 This Services Description applies to the following Subscription Services when included on the Order: UKG HRSD Document Manager, UKG HRSD People Assist and UKG HRSD Employee Vault, as further described in Sections 5, 6 & 7, below.

1.3 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Definitions

"**Active Employee**" means any individuals for whom Customer designates an account number and activates such individual's status as a current employee in the Subscription Services.

"**Beneficiary**" means any natural person to whom Documents are addressed.

"**Certification Authority (or CA)**" means the entity issuing electronic certificates to Customer pursuant to the rules and practices that the Certification Authority has established in its certification policy.

"**Delegated Registration Authority (DRA)**" means any entity expressly designated by the Customer in order to perform all or part of the RA tasks in accordance with the applicable Certification Policy and Registration Policy.

"**Documents**" means: (i) UKG HRSD Employee Vault documents, meaning documents stored in UKG HRSD Employee Vault, either after having been distributed by Customer to the Beneficiary, or directly deposited by the Beneficiary, and (ii) HRSD platform documents, meaning documents stored on the HRSD Platform, including (a) Documents not intended to be shared with the Beneficiary, and (b) Documents intended to be shared with the Beneficiary.

"**Electronic Signature**" or " eSignature" means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign, as per the eIDAS (EU) regulation n°910/2014 of 23 July 2014.

"**HR User**" means an employee or a contractor of Customer or Customer Affiliated Company (excluding any competitor of UKG) with specific and additional rights granted by Customer to use the Subscription Services.

"**HRSD Platform**" means the environment which permits the organization and the use of the Subscription Services.

"**Registration Policy**" means the procedures and rules defined and introduced by the Delegated Registration Authority to identify and authenticate Users, verify, and keep the Users' proof of registration, and register the issue, renewal, and revocation of Certificates.

"**Signer(s)**" means any individual who signs the electronic Document(s) presented thereto after giving consent in accordance with the Service consent protocol.

"**User**" means each Active Employee and/or an HR User.

3. Right to Access and Use; Fees

The annual subscription fees will be calculated based on no less than the minimum quantity of Active Employees set forth on the Order. Activation of an employee account is necessary for an individual to have access to the Subscription Services. The number of Active Employees is the basis for the calculation of Subscription Services fees. As such, Customer is responsible for creating, and when necessary, deactivating Active Employees accounts.

4. Customer Data

Customer may retrieve Customer Data at no additional charge during the Term and, for no more than thirty (30) days after the expiration or termination of the Agreement, unless otherwise mutually agreed by the parties.

5. UKG HRSD Document Manager

UKG HRSD Document Manager includes the following modules:

Module	Description
HRSD Document Manager	This module provides: • the deposit and the conservation by Customer of HRSD Platform Documents on the HRSD Platform; • the upload of HRSD Platform Documents; • unlimited access to view and to download HRSD Platform Documents archived by HR Users; • for HRSD Platform Documents to be distributed electronically from the HRSD Platform to Beneficiaries directly in UKG HRSD Employee Vault; and • HRSD Platform Documents to be shared by the HR Users authorized by Customer according to the options offered by UKG. As the Data Controller, Customer is responsible for determining the retention period of all Documents stored on HRSD Document Manager. This retention period is determined during the launch phase of implementation. HR Users are advised to avoid: (i) creating and storing documents containing Personal Data in the title, and (ii) sending named documents to their employees. Once Documents have been sent by HR Users to employees' e-Vaults, the Customer will no longer have control over these Documents and the Documents will belong to the employees. UKG is not liable for any mistaken submission of Documents by the Customer's HR Users.
Electronic Signature	This module enables the electronic signature of PDF documents from HRSD Document Manager and issued by HR User. It allows Customer to: • manage the electronic signature processes of documents signed between Customer and the Beneficiaries via an online signature portal; sending the signature request, reminders, viewing and reading the document to be signed, authentication of the signatory (two-factor authentication; email and mobile telephone which have been provided by Customer), signature's certification. • store the signed document and the associated substantiating files for any required legal, regulatory, or other purposes; and • send to signatory by email, or if applicable, the distribution in the signatory's UKG HRSD Employee Vault who is the beneficiary of the signed document and the storage of Customer's signed document on HRSD Platform. The eSignature module gives documents signed electronically the same legal value as documents in hard copy, in accordance with applicable regulations.

	The eSignature module complies with the requirements of Article 26 of the eIDAS Regulation (Regulation No. 910/2014 of 23 July 2014) and, where applicable, with the requirements of Article 36 of the same regulation when it concerns the 'Company Seal Signature' service, provided that Customer complies with its own obligations under the eIDAS Regulation and uses a two-factor authentication process. To the extent Customer purchases and utilizes the eSignature module the additional terms set out under section 9 ('eSignature Module') below shall apply.
Standard Analytics	This module provides Customer standard statistics on the overall activity HRSD Document Manager of the HRSD Platform, centralized in a single place, in particular: • completeness of employee records; • missing or expired documents; • progress of planned signatures; and • UKG HRSD Employee Vault activation rate.
UKG HRSD Smart Document Generation* (*optional service subject to an additional fee)	This module enables Customer to generate HR documents produced by the HRSD Document Manager Service and issued by Customer's HR department. It allows Customer to: • create and manage document templates; these templates can be managed by language, region, and type of document; • generate .doc or .docx and PDF files using a HR documents templates previously created on the HRSD Platform; the template is automatically filled in with the platform data stored in HRSD Platform and/or HR User can complete the fields manually; and • save the documents generated on HR User's computer, share these documents or archive in the employee folder.

6. UKG HRSD Employee Vault

6.1 UKG HRSD Employee Vault allows Customer to electronically distribute UKG HRSD Employee Vault Documents in a personal digital storage space (a digital safe) dedicated to Beneficiaries who are Active Employees.

6.2 Customer acknowledges and agrees that it will comply with the Acceptable Use Policy when using UKG HRSD Employee Vault.

6.3 UKG complies with Applicable Laws relating to the electronic distribution of payslips. It is Customer's responsibility to:

6.3.1 inform its employees of their right to refuse electronic payslips, by any means conferring an authenticated date, one (1) month before the first payslip's electronic issuance to employees, or when new employees are hired; and

6.3.2 collect employees' refusals after they have been informed.

6.4 UKG HRSD Employee Vault allows Beneficiary to create a personal electronic storage area from which the Beneficiary can download, print and share documents addressed UKG HRSD Employee Vault Documents' as well as any document previously stored. The Beneficiary retains exclusive ownership of their account. Once Customer submits the required documents and they are stored in UKG HRSD Employee Vault, only the Beneficiary possesses ownership and control over these documents. Neither the Customer nor UKG will have access to the account or the documents deposited in the HR User's accounts. UKG is not liable for any mistaken submission of documents by the Customer's to the HR User's accounts.

6.5 UKG HRSD Employee Vault allows the Beneficiary, subject to agreement to the terms and conditions of use, to:

6.5.1 view, download, print and share UKG HRSD Employee Vault Documents, to Beneficiaries who are Active Employees;

6.5.2 store its documents in UKG HRSD Employee Vault, during their membership period to UKG HRSD Employee Vault Service even if the Beneficiary is not an Active Employee anymore;

6.5.3 store its payslips in UKG HRSD Employee Vault for a period of fifty (50) years from the date of deposit, which shall remain accessible to Beneficiaries during this period, even if the Beneficiary is no longer an Active Employee; and

6.5.4 depose personal documents in an autonomous way in accordance with the terms and conditions of use of UKG HRSD Employee Vault.

The e-vault terms and conditions are available here.

UKG HRSD Employee Vault ensures the intelligibility of payslips, the integrity of payslips, data confidentiality and accessibility, that any operations concerning the payslips are traceable.

UKG is the Data Controller with regards to UKG HRSD Employee Vault. This is a service provided directly to the Beneficiaries (B2C), where the Customer is considered the accompanying structure that acquires the services for its Active Employees. Beneficiaries can maintain their accounts even after leaving their employment with the Customer and its accounts to future employers who also use the service with UKG.

As part of this processing of data, UKG is Data Controller and maintains the technical, legal, and organizational measures incumbent on this role in accordance with applicable laws.

7. UKG HRSD People Assist

People Assist includes the following modules:

Modules	Description
Request Manager	This module enables Customers to manage the employee-employer relationship and allows: • Active Employees to send and monitor requests to the Customer's HR department via a portal accessible with personal ID; • the HR department to process these requests using workflow systems and processing rules; and • the monitoring and archiving of all the requests and replies.
Digital Process Manager	This module automates HR processes and allows the Customers HR department to: • launch the processes with several tasks assigned to different staff members (PDF Documents generation from a form, Documents approval, form filling, Documents signature, etc.); • monitor the processes progress via the dashboards (staff members reminder, reassignment of tasks, sending notifications, etc.); and • archive processes and related tasks and Documents.
Knowledge Base	This module provides a knowledge base of applicable practices within Customer's HR department and is available to the HR department, employees, or managers.

Standard Analytics	This module provides standard statistics on the overall activity of the HRSD Platform centralized in a single place, in particular: • number of requests/processes being processed per group of Active Employees, organization or category; • average time for processing requests; • most frequent requests; and • most viewed articles.

8. Optional Services

8.1 UKG HR SERVICE DELIVERY ADVANCED ANALYTICS

Enable Customer to configure, via a self-service business analytics application, customized dashboards on the overall activity of the HRSD Platform. Customer may create and configure its dashboards on his own and will have access to advanced reporting functions.

8.2 UKG HR SERVICE DELIVERY ROBOTIC PROCESS AUTOMATION (RPA)

Organizes complex processes between different applications and the HRSD Platform in order to automate and facilitate their management: launch of new process after sending a request, sending of automatic notification on completing a task, archiving of documents automatically or sending for Electronic Signature, etc. It can also automate high-volume HR processes (signature campaigns, Documents integration for historical ingestion, large number of documents generation, etc.).

8.3 UKG HR COMPLIANCE ASSIST

Provides content ranging from legal network to HR, IT, and in-house legal teams, so Customer may apply local regulations of multiple countries to the digital HR practices and configure the Subscription Services to adhere to changing company and regulatory requirements. Information provided by this service is for general information purposes only and should not be relied on as a source of legal, or any other kind of advice. The information provided by this service does not create an attorney-client relationship in any case, and organizations or individuals receiving this information should always seek the advice of a competent counsel. UKG does not guarantee that information provided by the service is current or correct.

8.4 UKG HR SERVICE DELIVERY TEST ENVIRONMENT

This service is provided in addition to the staging and production platforms UKG provides to Customer.

UKG HR Service Delivery Test Environment includes:

- unlimited access to an extra platform, during the Agreement duration (no platform deletion possible as can be with the staging platform);
- the same level of security as on the production environment;
- the same level of performance as on the production environment;
- the guarantee of the exact same UKG software version as is in production.

Limits:

This service does not include automatic configuration replication capabilities between platforms and the Customer acknowledges and agreed that is responsible for all the functional configuration of the UKG HR Service Delivery Test Environment.

In addition, for performance reasons, UKG sets quotas to limit data ingestion of a maximum 5% of the production volumes for:

- the number of documents,
- the number of distributions,
- the number of signatures,
- the number of requests.

8.5 UKG HR SERVICE DELIVERY FOR SAP HCM™

This module provides for a real-time integration between UKG HRSD and SAP HCM™ as follows:

- Core data Synchronization: SAP HCM™ employees, organizations and candidates are automatically synchronized in real time into HRSD Platform (creation and update);
- Document Archiving: Documents generated via the connector (which is prerequisite in order to benefit of the Service) are transferred and archived in "UKG HRSD Document Manager";
- Document generation: Users access the "UKG HRSD Document Manager" capabilities through UKG solution and using the SAP HCM™ solution data;
- Document eSignature from SAP HCM™;
- Event based document generation (one event in SAP HCM™ automatically triggering a document generation).

8.6 UKG HR SERVICE DELIVERY FOR ORACLE HCM™

This module provides for a real-time integration between UKG HRSD and Oracle HCM™ as follows;

- Embedded user experience: Users access HRSD self-service portal through Oracle HCM™;
- Core data Synchronization: Oracle HCM™ employees and organizations are automatically synchronized in real time into HRSD Platform (creation and update);
- Document Archiving: Documents generated via the connector (which is prerequisite in order to benefit of the Service) are transferred and archived in "UKG HRSD Document Manager";
- Document generation: Users access the UKG HRSD document generation capabilities through UKG HRSD self-service portal through Oracle HCM™, and using the Oracle HCM™ solution data;
- Document eSignature from Oracle HCM™: streamline employment contract generation, eSignature with the hiring process in through Oracle HCM™;
- Event based document generation (one event in Oracle™ automatically triggering a document generation).

8.7 eSignature Module

For use of the eSignature Module, UKG appoints Customer as a DRA, and Customer hereby accepts such duties and responsibilities. In its capacity as a DRA, Customer shall implement procedures to: (a) identify and authenticate Signer as required under Applicable Law; (b) validate the accuracy of information in requests prior to submitting signature request to Signer via the eSignature Module; and (c) protect all identity and authentication data provided by Signer in this process.

Customer will develop a Registration Policy that will, at minimum, detail the responsibilities and procedures for a DRA, that includes but is not limited to its identification and authentication requirements under the Applicable Law, in a manner reasonably designed to meet the obligations set forth hereunder.

Customer, as a DRA, shall:

- allow the eSignature provider or its nominee to audit all aspects of Customer's use of eSignature Module, including as it relates to Customer's obligations under the Agreement, identification of signer, and appointment as a DRA;
- comply with its Registration Policy and provide on request from UKG or eSignature provider, written proof to eSignature provider, or any accredited auditing body appointed by eSignature provider, to verify the compliance of the DRA with its Registration Policy procedures and communicate the requested information to eSignature provider;
- coordinate and manage the signature requests;

- identify and authenticate Signer prior to establishing and sending signature request to the eSignature module. The identification process shall collect the real identity of the Signer as set on an official ID. Only this real identity can be used in the signature request;

- retain for at least five (5) years the Signer's registration file (proof of identity, like ID of the Signer, of the Signer) and the proof file;

- ensure the DRA complies with the Registration Policy;

- prepare and transmit signature request to UKG; and

- protect the confidentiality and integrity of information relating to Signer' personal information.

- The Customer defines the information and processes in its Registration Policy that are used for registering, identifying, and authenticating the Signer, in line with the Applicable Law, by considering the following rules:

    - If the Signer's identity has not been previously checked, the DRA must ensure the identification and authentication of the Signers itself (e.g. an official ID document when opening an online account or an identity confirmed as part of business relations according to the customer's processes) or use another equivalent method (use of an automated process enabling to authenticate the Signer from a knowledge base or which relies on a third party having already authenticated the Signer); and

    - If the Signer's identity has already been previously checked by the DRA or by a third party recognised by the DRA, the DRA must use an authentication means enabling to ensure that the Signer is indeed the person whose identity has been checked (e.g.: use of an account protected by a password, sending of a unique random code by SMS to a mobile telephone number checked as being that of the Signer, certificate, etc.).

eSignature provider is responsible for auditing and monitoring the Customer and for verifying compliance and implementation of its Registration Policy applicable to Signer. Therefore, eSignature provider may carry out or ask an auditor selected by eSignature provider to carry out a remote audit of the Customer. In order to do this, eSignature provider will provide the Customer with fifteen (15) days' advance notice. This audit will cover a sampling of DRA operators designated by the Customer to complete all or part of the DRA missions assigned to it under this Schedule and responsible of security in case of IT system used to be connected to eSignature Module ("DRA Operator"). UKG shall reasonably cooperate with Customer during an audit to provide any information that UKG has in its possession that is requested or required as part of the audit.

The object of this audit will be based on the following aspects:

- The management by the Customer DRA operator credential used to connect to UKG Portal and/or IT system connected to eSignature Module;
- The use of eSignature Module to make Signer signs document;
- The content and provision of general terms of use for the Signer;
- The digital and physical protection of the environment where the Customer uses an IT system to be connected to eSignature Module (via API);
- The management of identification and authentication information of Signer by the Customer;
- Authentication and identification of DRA operator in the eSignature Module of in the IT system connected to eSignature Module by the Customer during the completion of a transaction that requests Signer signature and filling Signer's information to be used for the signature;
- The management of documents presented and made available by the DRA operator with regards to Signature workflow;
- The collect and verification of identity of Signer and Signer's info (like email, phone number if it used in signature process in the eSignature Module) and their transmission to eSignature provider via the eSignature Module;
- The conditions for access, secure and use of the Customer's IT system used to store the Signer's identity supporting document, used for identification process of the Signer, and the Signer info (email ...);
- The control of the DRA operator by the Customer using the Registration Policy and the agreement between the Customer and the DRA; and
- The requirements imposed on the DRA in relation to the Authorized User authentication and identification procedures, and the secure transmission of Authorized Users' identifying information to the Customer by the DRA.

In the case of a major noncompliance (for example a non-legitimate signature) found during the audit process, the Customer shall rectify it immediately. Failing regularization within the time limit set by eSignature provider, the Service may be suspended by eSignature provider until fully rectified, in which case the Customer cannot purport any breach by eSignature provider of their contractual obligations nor claim any compensation.

If Customer violates or is suspected to violate its duties as a DRA, or if a certification organization or a governmental body makes the request expressly in writing, eSignature provider may audit, at any time and without prior notice, at the premises of the RA and the DRA to assess any potential noncompliance.

9. Associated Services - API

UKG reserves the right to upgrade its application programming interfaces ("APIs") throughout the Term of the Agreement. If a resource in the APIs is deleted or updated, UKG undertakes to inform Customer in accordance with the procedure set out above through a release note. Customer undertakes to follow the procedure indicated by UKG, which will outline, if applicable, the migration of the resource. The old version of the resource will be maintained for a minimum period of six (6) months referred to as the "Depreciation Phase".

10. Service Level Agreement

UKG offers the Service Level Agreement as set forth in Exhibit 1.

11. UKG Support Policy

UKG offers the UKG Support Policy as set forth in Exhibit 2.

EXHIBIT 1
SERVICE LEVEL AGREEMENT FOR THE
SUBSCRIPTION SERVICES AVAILABILITY

Service Level Agreement: UKG provides this Service Level Agreement (SLA) and associated Service Credits for the Subscription Services.

Availability: The production environment of the Subscription Services will maintain 99.75% Availability. Availability is calculated on a monthly basis as follows:

$$\left(\frac{\text{Monthly Minutes - Total Minutes Not Available - Maintenance Period}}{\text{Monthly Minutes - Maintenance Period}}\right) \times 100\% \geq 99.75\%$$

Monthly Minutes: 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.

Maintenance Period: means a scheduled maintenance period within the applicable maintenance window identified below, when the Subscription Services are not available. The Maintenance Period is used for purposes of the Service Credit Calculation; UKG continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current maintenance window for HR Service Delivery and related Subscription Services covered by the same Services Description for each of the data center locations is:

- The Planned Maintenance Time may not exceed 120 minutes per calendar month. "Planned Maintenance Time" means the total number of minutes of planned maintenance and other UKG scheduled system activities in the given calendar month, including but not limited to the necessary time for: (i) regular upgrades to the UKG HR Service Delivery Subscription Services, (ii) technical maintenance of its platforms, and (iii) installing security patches.

- If these activities will impact the Availability of the HR Service Delivery Subscription Services, UKG will use reasonable efforts to provide Customer advance notification (via e-mail for all customers having subscribed to the status page).

Total Minutes Not Available: means the total number of minutes during the calendar month that the Subscription Services is inaccessible as the result of an Outage.

Outage: means the Customer is unable to access the UKG tenant environment at any of its production data centers' internet connection points for reasons other than (a) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or its third party suppliers providing the Subscription Services (b) the suspension of the Subscription Services in accordance with the terms of the Agreement.

Service Credit Calculation: An Outage will be deemed to commence when the Subscription Services is unavailable to Customer and ends when UKG has restored Availability to the Subscription Services. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

SLA Credits: If, due to an Outage, the Subscription Services 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 Subscription Services fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly Subscription Services fees. SLA Credits become available starting the month after Customer's Subscription Services are live.

Reporting and Claims Process
UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming an SLA Credit. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG' records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription 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 Subscription 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. Customer further acknowledges that the SLA Credit shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting the Service Level Agreement as set forth herein in full and final settlement of any Subscription Services level claims. For the avoidance of doubt, the SLA Credit specified herein shall be in recognition of the diminished value of the Subscriptions Services resulting from UKG's failure to meet the agreed upon level of performance, and not as a penalty.

EXHIBIT 2
CUSTOMER SUPPORT POLICY

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response Time
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as: • Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (*e.g.*, accrual balances not matching pay codes but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

Support Exclusions

Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages

UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation

UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at https://www.ukg.com/support.

Remote Support

UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community

UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options

As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

Exhibit "C-1" UKG Services Descriptions

UKG Income and Employment Verification from Equifax Services Description

Income and Employment Verification from Equifax – United States and Canada

Services Description

1. Scope

1.1 This Services Description applies to the provision of the commercially available version of the Income and Employment Verification service from Equifax Inc., as listed in Section 1.2. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other services (collectively, the "**Agreement**").

1.2 This Services Description applies to Income and Employment Verification from Equifax (the "**Verification Service**") otherwise known as The Work Number from Equifax.

1.3 The Verification Service is provisioned exclusively by Equifax's entities EWS or CWS, and can be ordered only in conjunction with UKG Pro Payment Services. If the Verification Service is used in the United States, it is provided by Equifax Workforce Solutions LLC (formerly known as TALX Corporation) ("**EWS**"), a wholly-owned subsidiary of Equifax, Inc. If the Verification Service is used in Canada, it is provided by Equifax Canada Co. ("**CWS**"), a wholly owned subsidiary of Equifax Inc. and affiliate of Equifax Workforce Solutions LLC. Hereafter, the term "**Equifax**" will be deemed to include EWS and CWS, as applicable.

1.4 In the event of a conflict between the terms and conditions of this Services Description and the Agreement, this Services Description will prevail.

2. Description

2.1 Verifiers

The Verification Service automates verification by employers and other data furnishers to authorized third parties that have a permissible purpose for requesting such verification under applicable law (each, a "**Verifier**"). This includes commercial Verifiers (e.g. mortgage lenders, pre-employment screeners, automobile lenders, insurers, property managers, parties to consumer lending), as well as social service agencies seeking to qualify an employee for social service assistance, child support agencies providing support for dependent children, immigration officials seeking confirmation of employment, and law enforcement agencies. For the purposes of this Services Description, employees of Customer and other individuals seeking employment or income verification are considered Consumers as that term is defined in the United States Fair Credit Reporting Act (FCRA), or as similarly defined by applicable Canadian law.

2.2 Verification Service

The Verification Service is designed to assist (i) Customer, (ii) employees of Customer, and (iii) commercial, private, nonprofit and governmental entities or other Verifiers, to verify a Consumer's employment and/or income information. Equifax will serve the interests of UKG, customers, consumers, and Verifiers (a) by providing verifications to relieve the employer of the burden of employment and income verification obligations as often as practicable; (b) by providing verifications where the employee has applied for a benefit (such as a job application, qualification for social services assistance, or a loan application), or has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to receive the benefit, or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (c) by providing verifications where the employee is obligated by Federal, state, or local law to provide the verification information to the Verifier; and (d) by providing analytics, modeling, and demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Customer or Customer's employees.

Customer may use the Verification Service for the number of its employees set forth on the Order. Customer may cancel the Verification Service or otherwise opt-out of receiving the Verification Service at any time.

3. Customer Data, Security and Privacy

3.1 Customer hereby authorizes Equifax to (i) pull Customer Data from the UKG Pro Payment Service, and (ii) provide the Verification Service for employees of Customer. The amount and manner in which information may be obtained by the Verifier is dependent on the relationship between Verifier and Equifax. The Verification Service utilizes Customer Data from UKG Pro Payment Services and Customer hereby authorizes UKG to provide Equifax access to Customer Data of Customer's employees from UKG Pro Payment Services, including income and employment data. Equifax accesses such information for each payroll cycle, on a regular basis, as reasonably required to provide the Verification Service. Such information is associated with a unique government identification number, which may include but is not limited to, a social security number.

3.2 Equifax protects Customer Data in accordance with good industry practices and applicable laws. Use of the Verification Service is subject to and governed by Equifax's terms of use and privacy statement for the Work Number from Equifax, which can be found at https://theworknumber.com/terms-of-use and https://www.equifax.com/privacy/privacy-statement. Equifax's information security policies can be found at https://www.equifax.com/about-equifax/security/.

3.3 If and to the extent Equifax is deemed a subprocessor under applicable law, this Services Description hereby serves as legal notice as to its use as a subprocessor under such law.

4. Acknowledgements and Obligations

4.1 Customer acknowledges that Equifax's ability to provide accurate information relies on the accuracy of Customer Data. Customer shall at all times provide accurate data with respect to the Verification Service and will comply with all applicable laws and regulations, including obtaining employees' consent to provide access to Customer Data, responding promptly to questions regarding data quality/data accuracy, and making any necessary corrections.

4.2 To the extent required by applicable law, Customer shall provide adequate notice to its employees and obtain their consent prior to the first transfer of Customer Data for each employee. The notice will include, at a minimum: (i) a description of the purpose of the transfer of Customer Data, (ii) the ways Customer Data will be used and the circumstances in which it will be disclosed, (iii) that Equifax may continue to provide the Verification Service after employment with Customer ceases, and (iv) that employees may access or request deletion of their Personal Data by contacting Equifax at any time. For the Verification Service in Canada, Customer shall use the filters functionality to ensure that only the Customer Data of employees who have provided consent to Customer is transferred to CWS.

4.3 UKG DISCLAIMS ALL WARRANTIES, LIABILITIES, AND RESPONSIBILITIES FOR THE VERIFICATION SERVICE, WHICH SHALL BE THE SOLE OBLIGATION OF EQUIFAX.

5. Notice to Furnishers

Customer agrees and acknowledges that it has received the Notice to Furnishers, as such notice may be updated pursuant to its terms, provided in the following link: https://workforce.equifax.com/fcra-notice-to-furnishers. Customer hereby agrees that it will comply with the furnisher obligations therein. Customer understands that if Customer does not correct data as required under the Notice to Furnishers, UKG may, but is not obligated to, correct such information on behalf of Customer.

6. Credit Reporting Legislation

EWS is a Consumer Reporting Agency, as defined by the FCRA, and is required to comply with the FCRA in providing the Verification Service. CWS may be subject to similar credit reporting legislation pursuant to applicable Canadian law. Equifax's compliance with FCRA (and corresponding Canadian legislation) enhances the protections available to Customer's employees, with respect to the privacy and accuracy of the Customer Data. Equifax is responsible for maintaining data accuracy as required under the FCRA, or similar Canadian law, as applicable.

7. Modification And Termination

Equifax may modify the Verification Service at any time, and UKG may terminate the enablement of the Verification Service at any time upon notification to Customer. Customer acknowledges and agrees that these terms and conditions may change, be updated, or amended at any time and for any reason by UKG without prior notification to Customer. Upon Customer providing prior written notice to UKG, Customer may at any time (a) terminate any applicable Order for the Verification Service (b) opt-out of certain employees receiving the Verification Service, or (c) require deletion of specific Customer Data from the Verification Service.

Exhibit "C-1" UKG Services Descriptions

UKG One View Connect Services Description

UKG One View Connect
Services Description

1. **Services Description**

1.1 This Services Description applies to UKG's provision of the commercially available version of the UKG One View Connect software as a service ("**UKG One View Connect**") and related Professional Services when UKG One View Connect is included on an Order. This Services Description is subject to and governed by the Order, and the agreement that governs Customer's use of Subscription Services and related services (collectively, the "**Agreement**").

1.2 For the purposes of this Services Description, UKG One View Connect is considered "**Subscription Services**".

1.3 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement and the Order.

2. **Description**
UKG One View Connect will consolidate, store, and report on finalized payroll results that were produced by the Customer's chosen payroll solutions.

3. **Right to Access and Use**

3.1 UKG will provide Customer with access to and use of the Subscription Services during the Order Term, which includes the Initial Term and any agreed Renewal Terms. Such access and use are limited to the Subscription Services specified on the Order and based on the employee use as described herein and the Order.

3.2 UKG One View Connect includes unique Employee Types as set forth in the Order and will be billed based on such Employee Type only.

3.3 UKG reserves the right, in its sole discretion, to restrict access to certain third parties.

4. **Fees, Payments, and Invoicing**

4.1 UKG One View Connect usage is priced as identified on the Order. UKG will monitor Customer's usage of the Subscription Services to calculate the fees.

4.2 UKG One View Connect is based on a variable usage model and will be invoiced and payable as follows:

4.2.1 Customer will pay UKG the UKG One View Connect fees for the Monthly Minimum Quantity set forth in the Order, and where applicable, for any additional use of the UKG One View Connect in excess of the Monthly Minimum Quantity ("Usage Overage"). The monthly UKG One View Connect fees (based on the number of employees set forth in the Order multiplied by the applicable UKG One View Connect fee) may increase or decrease if the number of employees increases or decreases, but in no event will the monthly UKG One View Connect fee be calculated on less than the Monthly Minimum Quantity of employees as set forth in the Order.

4.2.2 UKG will invoice the Customer for UKG One View Connect as follows: (i) the Monthly Minimum Quantity commencing on the Billing Start Date and thereafter in accordance with the Billing Frequency stated on the Order and (ii) the Usage Overage, commencing on the earlier of the Billing Start Date or the date that Customer begins use of UKG One View Connect in the UKG production environment, and monthly in arrears thereafter, unless agreed otherwise in the Order.

4.2.3 Notwithstanding the above and as it relates to the Monthly Minimum Quantity, the parties agree that (i) if the Billing Start Date is on or before the 15th day of a calendar month, UKG will invoice Customer the UKG One View Connect fee for the Monthly Minimum Quantity for that month and each remaining month of the Initial Term, and (ii) if the Billing Start Date falls after the 15th day of the calendar month, UKG will invoice Customer for the UKG One View Connect fees of the Monthly Minimum Quantity on the first day of the following calendar month and each remaining month of the Initial Term.

4.2.4 The fees for the launch/implementation services are set forth in the Order. The launch/implementation services shall be provided to Customer for only the services as set forth in the Statement of Work. Launch/implementation services outside of the scope of the Statement of Work shall be quoted to Customer and agreed upon by the Parties in writing.

5. **Customer Data**
Customer Data shall be available to Customer to retrieve at no additional charge throughout the term of the Order.

6. **Language**
UKG provides support services in the English language. Essential administrative functions and associated documentation (e.g. help and learning content) are provided in the English language. For the avoidance of doubt, UKG One View Connect user roles, such as employee view, are offered in additional languages and may be enabled based on Customer's preference.

7. **Service Level Agreement**
The Service Level Agreement for the availability of UKG One View Connect is set forth in Exhibit 1.

Exhibit 1
Service Level Agreement

Availability: The production environment of the Subscription Services will maintain 99.75% Availability. Availability is calculated on a monthly basis as follows:

$$\left(\frac{\text{Monthly Minutes - Total Minutes Not Available - Maintenance Period}}{\text{Monthly Minutes - Maintenance Period}}\right) \times 100\% \geq 99.75\%$$

Monthly Minutes: 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.

Maintenance Period: means a scheduled maintenance period, established by UKG to maintain and update the Subscription Services, when the Subscription Services is not available. The Maintenance Period is used for purposes of the Service Credit Calculation; UKG continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current Maintenance Period for UKG One View Connect is:

- 10AM and 2PM Dublin, Ireland (GMT) every Sunday.
- For hotfixes, as required and necessary throughout the week.

Total Minutes Not Available: means the total number of minutes during the calendar month that the Subscription Services is inaccessible as the result of an Outage, not including any Maintenance Periods.

Outage: means the Customer is unable to access the UKG tenant environment at any of its production data centers' internet connection points for reasons other than an Excluded Event.

Excluded Event: means any event that causes unavailability to the Subscription Services due to (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 or its third party suppliers providing the Subscription Services; (c) failures or malfunctions resulting from circuits provided by Customer; (d) any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Customer Data; (f) Force Majeure events; (g) expected downtime during the Maintenance Periods described herein; (h) any suspension of the Subscription Services in accordance with the terms of the Agreement; (i) the unavailability of required Customer personnel, including as a result of failure to provide UKG with accurate, current contact information; or (j) using the Subscription Services in a manner inconsistent with the Documentation.

Service Credit Calculation: An Outage will be deemed to commence when the Subscription Services is unavailable to Customer and ends when UKG has restored availability to the Subscription Services. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

SLA Credits: If, due to an Outage, the Subscription Services 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 Subscription Services fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly Subscription Services fees. SLA Credits become available starting the month after Customer's Subscription Services are live.

Reporting and Claims Process
UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming an SLA Credit. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG' records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription 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 Subscription 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. Customer further acknowledges that the SLA Credit shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting the Service Level Agreement as set forth herein in full and final settlement of any Subscription Services level claims. For the avoidance of doubt, the SLA Credit specified herein shall be in recognition of the diminished value of the Subscriptions Services resulting from UKG's failure to meet the agreed upon level of performance, and not as a penalty.

Exhibit “C-1” UKG Services Descriptions

UKG One View Managed Services Description

UKG One View Managed
Services Description

1. Scope

1.1 This Services Description applies to UKG's provision of the commercially available version of the UKG One View software as a service in UKG's hosting environment ("**UKG One View Platform**") and related professional services when UKG One View Managed is included on an Order. This Services Description is subject to and governed by the Order, and the agreement that governs Customer's use of Subscription Services and related services (collectively, the "**Agreement**").

1.2 For the purposes of this Services Description, (a) UKG One View Platform is considered "**Subscription Services**"; (b) any deployment, Launch, configuration, implementation, integration, delivery, or managed services, or any other consulting services provided by UKG for UKG One View Platform are considered as "**Professional Services**," and (c) any support and maintenance services provided by UKG for UKG One View Platform are considered "**Support Services**," (collectively "**UKG One View Managed**").

1.3 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement and the Order.

2. Definition

2.1 "**Cycle**" means the frequency at which Payroll Runs are carried out, for example, weekly, bi-weekly, semi-monthly, monthly or annually.

2.2 "**Employee**" means an employee of either Customer or a Customer Affiliate receiving UKG One View Managed.

2.3 "**Go-Live Date**" means the date on which a Payroll commences, as stated in the Order.

2.4 "**In-Country Partner**," or "**ICP**" mean any person or entity who is subcontracted by UKG to provide any part of UKG One View Managed.

2.5 "**Launch Fees**" means the fees for work to be carried out in order to commence UKG One View Managed as set forth in the Order.

2.6 "**Original Go-Live Date**" means, after a Payroll Go-Live Date has been amended or missed, the Go-Live Date for that Payroll as originally agreed at the Effective Date in the Order.

2.7 "**Parallel Run**" means the execution of an end-to-end payroll for the purposes of reconciling pay results against the Customer's legacy system data to ensure accuracy of setup and integration data.

2.8 "**PayGroup**" means groups of Employees who will be treated for Payroll purposes as a single unit.

2.9 "**Payroll**" means a group of Employees who will be under any individual country and entity as set forth in the Order.

2.10 "**Payroll Run**" means the payment of salaries and employment related payments to Employees who will be paid per Payroll under the Order.

3. UKG One View Managed

3.1 **UKG One View Platform**. UKG will provide Customer's authorized users with access to and use of the UKG One View Platform to enable Customer (including Customer's Affiliates) to manage and service its payrolls for which UKG are providing UKG One View Managed. The UKG One View Platform functionalities and capabilities are as follows:

3.1.1 **Employee Self-Service (ESS) Access**: The ability for employees to access their payslips and view the personal information;

3.1.2 **Manager Self-service Access**: The ability for managers to access their payslips, view their personal information and have access to reporting for their staff only;

3.1.3 **Audit Management System (AMS)**: The ability to review all changes to the UKG One View Platform made via HCM integration, flat file upload or direct entry via the UI to the UKG One View Platform;

3.1.4 **UKG One View Analytics**: The ability to view all dashboard and analytical views of payroll data for all payrolls in all countries;

3.1.5 **Self-Service User Training**: Access to the UKG One View Knowledge Base and its training catalog to take all relevant courses pertaining to Launch and the UKG One View Platform;

3.1.6 **Language Packs**: Language pack capability that extends beyond English to various countries and the ability to avail of all new languages as they are added to the UKG One View Platform;

3.1.7 **UKG One View Platform User Administration**: Unlimited users managed via the user attestation module for access to the UKG One View Platform.

3.2 **Go-Live Dates.** Customer and UKG commit to the Go-Live Dates set forth in the Order. Any changes to Go-Live Dates may only be agreed in writing signed by both Parties.

3.3 **Missed Go-Live Dates.** If a Go-Live Date for a Payroll is either (i) not achieved due to Customer's failure to satisfactorily perform its obligations hereunder (including, without limitation, failing to engage with UKG in replanning efforts); or (ii) changed via writing signed by both Parties, then:

3.3.1 Customer will pay the anticipated monthly fee for that Payroll, based on the Employee headcount set forth in the Order, for each month from the Original Go-Live Date until that Payroll actually commences; and

3.3.2 UKG and Customer agree the following Additional Services will apply and will be identified in an Order:

(i) re-planning Launch, or any part thereof, such as, without limitation, any individual stage;

(ii) redundant or duplicated work required;

(iii) any other work or personnel required; and

(iv) any third party costs incurred by UKG.

3.3.3 For the avoidance of doubt, if the Go-Live Date for any Payroll is changed by a signed writing, the fees in 3.3.1 and 3.3.2 above will be due and payable from the Original Go-Live Date, and not any changed date, unless otherwise agreed in writing.

3.3.4 UKG reserves the right to deem as a material breach (or anticipatory material breach) of this Services Description the failure or delay of a significant percentage of the total contracted Payrolls to achieve the Go-Live Date(s) so long as (i) Customer refuses or fails to engage in good faith commercial discussions with UKG in an effort to re-plan the Go-Live Dates; and (ii) the failure or delay was outside the reasonable control of UKG.

3.4 **Language**. UKG One View Managed and any associated documents, reports and materials, shall be provided in English.

4. In-Country Partners

4.1 Customer agrees that, in order to provide UKG One View Managed, UKG may leverage additional Subprocessors (including In-County Partners), to those listed under UKG's Data Processing Agreement. Such additional Subprocessors or In-Country Partners shall be listed in the UKG Community and the UKG One View Knowledge Base. All provisions of the UKG Data Processing Agreement shall apply to such additional Subprocessors and In-Country Partners.

4.2 UKG remains fully responsible for the performance of ICPs in accordance with the Order and Agreement to the same extent as if performed by UKG employees and its subcontractors.

4.3 Customer shall not contact an ICP directly, except with prior written consent of UKG. If an ICP initiates communication with Customer, Customer shall promptly notify UKG. If Customer responds to such communication or otherwise communicates with an ICP for any reason without UKG's prior written consent, UKG bears no responsibility or liability for any costs, errors, losses and damages resulting from (i) Customer's reliance upon the communication, and (ii) the ICP's performance based on the communication.

4.4 Practice and procedures relating to UKG One View Managed may vary by jurisdiction based on local customs and practices and UKG will work with ICPs to deliver UKG One View Managed in a manner appropriate to each jurisdiction. ICPs shall perform UKG One View Managed in accordance with the industry standard practices of the relevant Payroll country.

5. Payroll Calendar

5.1 Customer shall provide UKG all required inputs, and any other information UKG deems necessary for UKG One View Managed, and shall approve such inputs in accordance with a mutually-agreed payroll calendar including dates related to the provision of UKG One View Managed (the "**Payroll Calendar**").

5.2 Customer is solely responsible for providing complete, accurate, and timely inputs in accordance with the timeframes set forth in the Payroll Calendar. UKG will not audit or test the information provided by Customer. UKG is not liable for any issues arising out of Customer's provision of incomplete, inaccurate, outdated, or untimely information hereunder, or information provided by Customer without the required consents.

5.3 Customer shall provide all inputs and information in machine readable formats acceptable to UKG.

5.4 If the Customer requires changes to any UKG template, Customer will pay UKG for additional templates.

5.5 Any changes or modifications requested to payroll inputs after the designated input close date on the Payroll Calendar, but prior to payroll processing (**"Late Payroll Inputs"**), are subject to UKG's review and approval and will be processed at UKGs sole discretion. Late Payroll Inputs are subject to additional fees and are excluded from Key Performance Indicator ("**KPI**") calculations.

5.6 If local regulations require expedited processing of a Payroll outside of the timeframes in the Payroll Calendar ("**Off-Cycle Payroll**"), such processing will be subject to additional fees and is excluded from KPI calculations.

5.7 Re-processing of a previous Payroll to amend any inputs (**"Retroactive Change"**) is subject to UKG's review and approval and will be processed at UKGs sole discretion. Retroactive Changes are subject to additional fees and are excluded from KPI calculations.

6. Customer's responsibilities

6.1 UKG will not commence UKG One View Managed until Customer has provided UKG all forms and documents requested by UKG. If Customer's failure or delay impacts an agreed timeline UKG will bear no liability for any costs or expenses resulting from such failure or delay. In addition to any forms or documents provided prior to commencement of service, Customer shall, and shall cause its Affiliates to, timely provide UKG any other forms and documents that are requested by UKG and necessary to deliver UKG One View Managed during the Order Term.

6.2 Implementation of UKG One View Managed requires three (3) months of historical payroll data, and Customer shall provide such data to UKG in a machine-readable file format acceptable to UKG. If Customer requests additional historical data for its reporting purposes, then UKG will, at its sole discretion, perform such work (including, without limitation, work to extract, process, refine and import such data), at Customer's expense. If necessary to account for historical data required by local regulations and as part of the Employee setup process, UKG may perform additional Payroll Runs after an initial Payroll Run at Customer's expense. UKG will request Customer background information as necessary to set up the Customer's account and fulfil various regulatory and legislative requirements including, but not limited to, anti-money laundering and counter terrorist financing due diligence requirements. Such information will be requested prior to Launch and periodically thereafter. If this information is not provided to UKG within thirty (30) days of the request, UKG may terminate UKG One View Managed for cause.

6.3 When necessary for UKG and ICPs to act as Customer's agents (such as, but not limited to, filing regulatory returns on Customer's behalf), UKG will provide relevant documentation (such as, but not limited to, a specific power of attorney) which Customer must authorize before UKG One View Managed will proceed. In the event Customer fails to timely provide such documentation, UKG will not be liable for any impact of such delay

6.4 Customer shall provide all Employee information directly to UKG. Customer shall put systems in place to respond to queries from Employees relating to their pay statements, and shall make reasonable efforts to prevent Employees from contacting UKG with ad hoc queries such as:

6.4.1 factual matters agreed between Customer and UKG (including, without limitation, dates relating to the Payroll Calendar);

6.4.2 queries to which the Parties have agreed and documented standard responses, which may be referred to as FAQs; and

6.4.3 repeat queries, where UKG has already provided answers to Customer.

6.5 Customer is solely responsible for payment of all tax penalties, interest, fines or other liability imposed by any federal, state or local government, government agency, or any other taxing authority ("**Penalties**") and additional fees if (i) the information Customer provides to UKG through UKG One View Managed is incorrect, late, inaccurate, or incomplete, (ii) Penalties are the result of Customer's negligent act or omission, or (iii) a party other than UKG or an ICP fails to perform UKG One View Managed in a timely manner.

6.6 Prior to the start of Launch, Customer shall appoint a person as principal point of contact who will have authority to make decisions, or to get decisions made, on behalf of Customer as required for the provision of the Services ("**Responsible Person**"). The Responsible Person must possess the necessary skills, qualifications, experience, and understanding of the Customer's business to manage the payroll project on a customer-side basis. The Responsible Person may delegate individual responsibilities, provided that UKG may object to such delegation if UKG reasonably determines that it is likely to impede delivery of UKG One View Managed.

6.7 The Responsible Person shall work with UKG personnel to oversee the Launch and ongoing usage of UKG One View Managed, either in person or through a committee appointed by the Responsible Person. This includes ensuring that the UKG project team has access to decision-makers with authority to:

6.7.1 approve Go-Live Dates and any subsequent changes to Go-Live Dates;

6.7.2 make decisions to resolve issues raised by a project manager while executing the rollout plan;

6.7.3 review progress of the Launch and advise the project team of any matters arising from Customer's affairs that may affect the Launch;

6.7.4 ensure that stakeholders are appropriately engaged in the Launch;

6.7.5 confirm readiness to go-live for each Payroll;

6.7.6 monitor KPIs for live Payrolls;

6.7.7 ensure Customer's contractual obligations are met during the Launch and while the UKG One View Managed is being provided; and

6.7.8 approve or decline service improvement and change initiatives recommended by UKG or others.

6.8 Where Customer Affiliates use UKG One View Managed, the Responsible Person shall also:

6.8.1 engage with each Affiliate directly on behalf of UKG when required to ensure Customer's obligations in this Services Description are met; and

6.8.2 remain the principal point of contact for UKG throughout the Order Term.

6.9 Customer shall ensure Customer's staff are trained appropriately in UKG One View Managed through self-directed training made available by UKG at https://immedis.learnupon.com.

6.10 Customer shall promptly report any violation of this Section 6 to UKG and take any additional steps reasonably requested by UKG to remedy any such violation and prevent future violations.

7. Fees and Invoicing

7.1 Immedis, a subsidiary of UKG Inc. will provide Customer one (1) consolidated invoice, with fees billed monthly in arrears, itemizing all fees by Payroll. Fees are collected via direct debit or reverse wire, unless stated otherwise in the Order. All end-of-year Payroll Runs will be included in the invoice submitted to Customer in January for fees payable for December.

7.2 Customer is responsible for additional fees resulting from any of the following: (a) an Employee is terminated from a Payroll, added to a Payroll, or transferred from one Payroll to another Payroll, (b) a former Employee, previously removed from a Payroll, is added back to a Payroll, for the purposes of making an additional payment to that Employee, and (c) of a Parallel Run, non-standard Payroll Run (including, without limitation, a shadow payroll run), Late Payroll Inputs, Off-Cycle Changes and Retroactive Changes. An end-of-year or end-of-period Payroll Run (as applicable) will be charged for all Payrolls, in each location. If a jurisdiction requires more than one end-of-year or end-of-period Payroll Run, Customer is responsible for any fees associated with such additional Payroll Run.

7.3 **Recurring Fees.** UKG will invoice Customer a One View Managed SaaS PEPM, a Base Fee Per Pay-Group Per Payroll Run, and a Payroll Run Fee Per Employee, each as set forth in the Order (collectively, "Recurring Fees"). The total Recurring Fees per Payroll are calculated by (i) multiplying the One View Managed SaaS PEPM by the number of employees active on the One View platform during the month, (ii) the Payroll Run Fee Per Employee by the employee headcount in each Payroll Run during the month, and (iii) adding the Base Fee Per Pay-Group Per Payroll Run multiplied by the total amount of Payroll Runs during the month. However, even if Customer does not run any payroll runs in a given Cycle, Customer will still be charged the Base Fee Per Pay Group Per Payroll for that Cycle and the Payroll Run Fee Per Employee per Payroll multiplied by the employee headcount for the Pay Group as set forth in the Order. The Billing Start Date for Recurring Fees is the Go-Live Date. UKG may charge different fees for additional Payrolls requested by Customer.

7.4 **Launch Fees.** Launch Fees will be billed on the Effective Date. The Launch Fees are based on estimates of Employee numbers for each Payroll provided by Customer as of the Effective Date. UKG will calculate actual Employee numbers on the Go-Live Date and if the actual number of Employees and / or PayGroups exceeds the number of Employees and / or PayGroups in the Order, Customer shall pay additional Launch Fees for the excess Employees and / or PayGroups. If the actual number of Employees is less than the number of Employees in the Order, UKG not provide any refunds, pro-rations or concessions for the difference.

7.5 **Standard In-Country Services.** Customer will have access to a matrix for standard in-scope services that will be part of payroll operations, business as usual processing, annual processing, periodic processing, and country specific in-scope services (collectively, the "**Statement of In-Country Services**") located at the UKG Community and UKG One View Knowledge Base.

7.6 **Amendments to Fees**.

7.6.1 Fees shall increase per annum by the Uplift set forth in the Order.

7.6.2 Additionally, upon providing the Customer thirty (30) days' written notice, UKG may alter the fees in the event of:

(i) decrease of greater than fifty percent (50%) between the actual numbers of Employees per Payroll and the number of Employees in the Order per Payroll (including transfers of Employees between Payrolls);

(ii) movements in exchange rates of greater than twenty percent (20%) between the currency in which a Payroll is paid and the Contract Currency, as set forth in the Order;

(iii) significant changes in legislation or regulation, including taxation, for any Payroll;

(iv) significant changes in Customer's operating model or requirements, including IT requirements.

8. Key Performance Indicators

8.1 KPIs will be made available to the Customer on the UKG Community and UKG One View Knowledge Base.

8.2 KPI Service Credits are Customer's sole and exclusive remedy in connection with UKG not meeting any Minimum Performance percentage in full and final settlement of any KPI claims. For the avoidance of doubt, KPI Service Credits are provided in recognition of the diminished value of the Services resulting from UKG's failure to meet the Minimum Performance percentage, and not as a penalty. KPI Service Credits and the Minimum Performance percentage are set forth in the UKG Community and UKG One View Knowledge Base.

9. Additional Services

9.1 "**Additional Services**" means services requested by Customer that are not part of UKG One View Managed and are agreed in a signed writing between the Parties. UKG reserves the right to treat work performed in connection with ad hoc Customer compliance obligations as Additional Services (including but not limited to work associated with GDPR Articles 15, 35 and 36 regarding data subject requests, data processing impact assessments and Customer regulatory consultation) for which UKG has the right to invoice Customer for such work. Such fees will be included on the invoice for UKG One View Managed in the relevant calendar month.

10. Warranty

10.1 Each Party warrants that as of the Effective Date it or any entity or person that has direct or indirect control of fifty percent or more of its shares ("**Beneficiaries**") are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U.S. Treasury Department Office of Foreign Assets Control list of Specially

Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Customer ("**Sanctions**").

11. Termination

11.1 In addition to the termination rights set forth in the Agreement:

11.1.1 UKG may immediately terminate a Payroll under this Services Description if UKG is unable to provide UKG One View Managed to a country or jurisdiction; and

11.1.2 UKG may immediately terminate or suspend the Agreement in the event of a breach of the warranty set forth in Section 10 above.

11.2 **Transition Services**. Prior to termination, and provided Customer is not in breach of the Agreement, Customer may elect, upon prior written notice by Customer to UKG, to extend its access to and use of UKG One View Managed for up to six (6) months ("**Transition Period**") in which it may continue to access and use UKG One View Managed subject to the terms and conditions herein including, but not limited to, the pricing and payment terms (which terms and conditions shall survive during the Transition Period) for the purpose of transitioning to a replacement system. Upon termination or expiration of the Transition Period, all rights granted hereunder shall immediately terminate and revert to UKG.

12. Errors in Payroll Processing

12.1 Customer is responsible for conducting commercially reasonable monitoring, review and due diligence on all receipts, proofs of submission and/or payment, and electronic acknowledgements provided by UKG or any third party (e.g. ICP) (each, an "**Acknowledgement**"). If Customer fails to report an Acknowledgement error to UKG within thirty (30) days of the date of the Acknowledgement, and such error reasonably should have been discovered as a result of Customer's responsibilities in this section, then UKG, or a UKG ICP will not be responsible for providing any assistance in remediation of such error. Where Customer is responsible for an error, UKG will reasonably assist Customer in remediation of such error, at Customer's expense, which will be billed on a time and materials basis.

12.2 If an error leads to the imposition of Penalties on Customer that would not otherwise have been imposed, then whichever Party is responsible for the error, either UKG or Customer, shall be responsible for those Penalties.

12.3 Regardless of the cause of an error:

12.3.1 Customer remains responsible for payment of statutory obligations (tax, social insurances, social pensions, workers compensation, etc.) and third-party deductions relating to the Employees served by UKG under the Services Description; and

12.3.2 UKG is not responsible for an error of any third party (other than an ICP).

Exhibit "C-1" UKG Services Descriptions

UKG One View Payments Services Description

UKG One View Payments
Services Description

1. Scope

1.1. This Services Description applies to UKG’s provision of the commercially available version of the UKG One View Platform software as a service in UKG’s hosted environment (“**UKG One View Platform**”) and related professional services when UKG One View Payments is included on an Order. This Services Description is subject to and governed by the Order, and the agreement that governs Customer’s use of Subscription Services and related services (collectively, the “Agreement”).

1.2. For the purposes of this Services Description, (a) UKG One View Platform is considered “Subscription Services”; (b) any deployment, Launch, configuration, implementation, integration, delivery, or managed services, or any other consulting services provided by UKG for UKG One View Platform are considered as “Professional Services,” and (c) any support and maintenance services provided by UKG for UKG One View Platform are considered “Support Services,” (collectively “**UKG One View Payments**”). Customer acknowledges and agrees that UKG One View Payments must be used in conjunction with UKG One View Managed or UKG One View Connect.

1.3. Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Definitions

2.1. “**Additional Services**” means work requested by Customer, that is not part of UKG One View Payments and is agreed in a signed writing between the Parties.

2.2. “**Bank File**” means a digital document used to ensure a Customer Employee's Payroll Payment to their preferred bank account which contains information relevant to the Employee's Payroll Payment, including, but not limited to, the amount due, the date of the transaction, and any other details required by the bank to make the payment happen.

2.3. “**Customer Entity**” means each Customer Affiliate utilizing UKG One View Payments

2.4. “**Customer Funds**” means any money of any currency which is transferred, held or received by the Third Party Payment Provider for, or on behalf of, Customer or Customer’s Affiliates in the course of, or in connection with, UKG One View Payments.

2.5. “**Employee**” means an employee of Customer or Customer Affiliates receiving UKG One View Payments

2.6. “**Funding Account**” means the source account from which Customer wishes to fund the lodgement to the Customer’s nominated account.

2.7. “**Incomplete Transaction**” means any Payroll Payment that was not successfully completed.

2.8. “**Go-Live Date**” means the date on which a Payroll commences, as stated in the Order.

2.9. “**Parent**” means the entity defined in the Order with fifty percent (50%) or more ownership in each Customer Entity listed in Customer Entities of the Order.

2.10. “**Payment Listing**” means the report produced by UKG for each Payroll Run, itemising all payments to be made in respect of a Payroll, including the Transaction Details for such payments.

2.11. “**Payroll**” means a group of Employees who will be paid under any individual country and entity, as set forth in the Order.

2.12. “**Payroll Payment**” a payment itemised on a Payment Listing.

2.13. “**Payroll Run**” means the monthly or periodic payment of salaries and employment related payments to Employees who will be paid per Payroll, as set forth in the Order.

2.14. “**Transaction Details**” means in respect of a payment, the currency, amount and date of the transaction and the payor and payee bank account details.

2.15. “**Third Party Payment Provider**” means UKG’s subcontractor which will perform the Payroll Payment and Transaction on Customer’s behalf.

3. UKG One View Payments

3.1. **UKG One View Platform.** UKG will provide Customer’s authorized users with access to and use of the UKG One View Platform to enable Customer (including Customer’s Affiliates) to manage and service its payrolls for which UKG are providing UKG One View Payments. The UKG One View Platform functionalities and capabilities are as follows:

3.2. Employee Self-Service (ESS) Access: The ability for employees to access their payslips and view the personal information;

3.3. Manager Self-service Access: The ability for managers to access their payslips, view their personal information and have access to reporting for their staff only;

3.4. Audit Management System (AMS): The ability to review all changes to the UKG One View Platform made via HCM integration, flat file upload or direct entry via the UI to the UKG One View Platform;

3.5. UKG One View Analytics: The ability to view all dashboard and analytical views of payroll data for all payrolls in all countries;

3.6. Self-Service User Training: Access to the UKG One View Knowledge Base and its training catalog to take all relevant courses pertaining to Launch and the UKG One View Platform;

3.7. Language Packs: Language pack capability that extends beyond English to various countries and the ability to avail of all new languages as they are added to the UKG One View Platform;

3.8. UKG One View Platform User Administration: Unlimited users managed via the user attestation module for access to the UKG One View Platform.

4. Payment Solutions

4.1. The Order details the payment solution applicable to each Payroll, including the applicable fees, payment provider, payment type, payment method, funding and payment currencies, payment accountability, and funding model.

4.2. **Money Movement.** There are two money movement services available which UKG may solution for the Customer:

4.2.1. Locally funded: funds for Payroll Payments in each country are taken from Customer's local or singular designated bank account(s) in said country(ies), sent to UKG's Third Party Payment Provider and paid locally to Employees and statutory bodies. For the avoidance of doubt, this solution is provided in one local currency per Payroll.

4.2.2. Centrally funded: all funds required for Customer's global Payroll Payment needs are taken or pushed from Customer's singular designated bank to UKG's Third Party Payment Provider and paid locally to Employees and statutory bodies. For the avoidance of doubt, this solution is provided in one currency from the Customer's central account and then dispersed in each individual country in the country's local currency.

4.2.3. The money movement services in 4.2.1 and 4.2.2 will be funded by either wire, direct debit, or reverse wire and are subject to additional charge as set forth in the Order.

4.3. **Other Payment Methods** (UKG One View Managed only):

4.3.1. Payment Listing: reports are automatically generated and included as standard, at no additional charge, and may be downloaded by the Customer.

4.3.2. Bank File: provided as an ISO20022-PAIN (-001.001.003) standard format, which is subject to an additional charge as set forth in the Order.

4.4. **Customer understands that:**

4.4.1. All Employees will be paid in the local currency for the country payroll they are paid in unless agreed and documented otherwise in the Order.

4.4.2. Customer is required to disclose any Employees within the overall headcount that are paid in more than one country during the Requirements phase of the project.

4.4.3. UKG shall not be liable to Customer for any suspension, withdrawal, interruption, termination or reinstatement of Customer's access to UKG One View Payments.

4.4.4. In the event of civil, economic or other factors occurring in a particular jurisdiction for which UKG is contractually obliged to perform its UKG One View Payments which result in ambiguity in terms of which tax authority to pay, Customer shall determine which, if any, tax authority will, or will not, be paid. Customer acknowledges and agrees that if such payments are later disputed, Customer shall be solely liable and responsible for the funds. For the avoidance of doubt, UKG shall not be obligated to reimburse Customer for any monies paid in accordance with Customer's determination. As an Additional Service, UKG will assist Customer in its dispute, for so long is commercially reasonable.

4.4.5. Acting as Customer's agent hereunder, UKG acknowledges and agrees that it owes a fiduciary duty to Customer to:

4.4.5.1. Exercise proper care, skill and diligence when carrying out its obligations in relation to UKG One View Payments;

4.4.5.2. Not act for its own benefit when carrying out its obligations in relation to the UKG One View Payments;

4.4.5.3. Not act for a Third-Party Payment Provider's benefit when carrying out its obligations in relation to UKG One View Payments and will take all commercially reasonable steps to reinstate Customer's access to UKG One View Payments.

4.5. **Language**. UKG One View Payments and any associated documents, reports and materials, shall be provided in English.

4.6. **Payment Process**

4.6.1. Customer shall provide all required Payroll inputs to UKG and approve the Payroll outputs produced by UKG ("**Payroll Results Set**") in accordance with the payroll calendar agreed between the Parties which includes dates related to the provision of the UKG One View Payments ("**Payroll Calendar**").

4.6.2. When UKG One View Payments is used with UKG One View Managed, by approving the Payroll Results set, Customer also:

4.6.2.1. approves the Payment Listing or Bank File (as applicable);

4.6.2.2. instructs UKG to book the Payroll Payments using the procedures (including, but not limited to, lodgement procedures) agreed between the Parties from time to time, and by making such instruction Customer understands that it is not acting as a Direct User (as defined hereafter) of UKG One View Payments.

4.6.3. When UKG One View Payments is used with UKG One View Connect:

4. the Customer must upload its own gross-to-net file from its provider (which must be in a standard UKG format); and

4.6.3.1. book the Payroll Payments using the procedures (including, but not limited to, lodgement procedures) agreed between the Parties from time to time, and by making such instruction Customer understands that it is not acting as a Direct User (as defined hereafter) of UKG One View Payments.

4.6.3.2. In order to complete the Payroll Payment, Customer must then complete a security authentication, as set and updated by UKG, in order to execute the Payroll Payment. UKG will not have the authority as agent of Customer (or Customer's Parent, if applicable) to execute any Payroll Payment of Customer's behalf. Customer is solely responsible for completing the Payroll Payment process and providing security authentication, if applicable, and liable for any resulting damages and penalties.

4.7. **Customer Funds**.

4.7.1. Customer is responsible for ensuring that funds are available in Customer's Funding Account on time to make the Payroll Payments. UKG is not responsible for any delay or failure to deliver Payroll Payments due to lack of Customer Funds, or any consequences therefrom.

4.7.2. Where Payroll Payments are not delivered due to lack of Customer Funds in the Funding Account, UKG will work with Customer to complete the necessary steps to deliver such Payroll Payments. Such efforts by UKG will constitute an Additional Service.

4.7.3. For the avoidance of doubt, Customer Funds will never be transferred to, transferred from or held in UKG accounts for any reason whatsoever.

4.8. **Incomplete Transactions.**

4.8.1. Customer and UKG will agree, on a case-by-case basis, to address Incomplete Transactions, which procedures will include, but not be limited to, instructions on treatment of Customer Funds associated with Incomplete Transactions

4.8.2. UKG will promptly (and in any event within 24 hours of a Third Party Payment Provider being notified) notify Customer of any Incomplete Transactions. Customer will promptly notify UKG of any Incomplete Transactions.

4.8.3. If an Incomplete Transaction is caused by: (1) Customer providing incorrect payor or payee bank account details to UKG or (2) lack of Customer Funds, UKG will work with the Customer to complete the necessary steps to deliver the applicable Payroll Payments and such efforts by UKG will constitute an Additional Service.

4.9. **Direct Debits/ACH Payroll Payments**

4.9.1. In order to cancel, dispute or reverse a Payroll Payment where the Payroll Payment is funded through direct debit/ACH, Customer shall: (i) contact its bank to effectuate such a change and (ii) notify UKG promptly so that UKG can notify the Third Party Payment Provider.

4.9.2. In the event that the Third Party Payment Provider has not completed an authorized Payroll Payment and Customer has notified its bank to cancel, dispute or reverse the direct debit/ACH payment, then (i) any loss arising from such cancellation, and (ii) additional cancellation fees, such as, but not limited to, administration fees or fees for redundant work, may be charged to and payable by Customer. Customer shall pay any such charges within one (1) business day of notification from UKG.

4.9.3. In the event that the Third Party Payment Provider has completed an authorized Payroll Payment before receiving cleared and settled funds from Customer, including where a direct debit/ACH payment is reversed, cancelled or disputed, and those funds are not received by the Third Party Payment Provider from the Customer, then Customer

shall pay UKG the amount of the Payroll Payment, plus interest, at the rate of five percent (5%) per annum. Customer shall pay such amounts within one (1) business day of notification from UKG.

4.9.4. Customer is responsible and liable for any expenses incurred in connection with the Third Party Payment Provider's authorized execution of a debit instruction(s) for Payroll Payment(s).

5. **Warranty.**

Each Party warrants that as of the Effective Date it or any entity or person that has direct or indirect control of fifty percent or more of its shares ("Beneficiaries") are not subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U.S. Treasury Department Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Customer ("Sanctions").

6. Fees.

6.1. Customer acknowledges and agrees that Immedis Inc., a subsidiary of UKG Inc. will provide one (1) consolidated invoice, with fees billed monthly in arrears, itemizing all fees by Payroll. Fees are collected via direct debit or reverse wire, unless stated otherwise in the Order. All end of year Payroll Runs will be included in the invoice submitted to Customer in January for fees payable for December.

6.2. **Recurring Fees.** UKG will charge invoice Customer a Per-Employee Processing Fee per Payment Run and a Statutory Processing Fee per Payment Run as set forth in the Order ("**Recurring Fees**") based on actual Employee headcount and total amount of Payroll Runs per month. The Billing Start Date for Recurring Fees is the Go-Live Date. UKG reserves the right to charge different fees for any additional Payrolls requested by Customer.

6.3. **Setup Fees.** The Setup Fees will be billed upon the Effective Date and will be payable in accordance with the terms of the Order. The Setup Fees are based on estimates of Employee numbers for each Payroll provided by Customer as of the Effective Date. UKG will calculate actual Employee numbers on the Go-Live Date and if the actual number of Employees exceeds the number of Employees in the Order, UKG will invoice, and Customer shall pay additional Setup Fees for the excess Employees. If the actual number of Employees is less than the number of Employees in the Order, UKG not provide any refunds, pro-rations or concessions for the difference.

7. Customer Responsibilities

7.1. Customer (or where Customer is not the Parent of all Customer Entities, then Parent) must enter into a written and signed authorization for UKG One View Payments to be provided by any Third Party Payment Provider. This authorization must be completed prior to Launch. Customer understands and agrees that UKG shall only begin implementation after Customer provides a complete, true and accurate agent authorization, executed by Customer. Customer understands that each Third Party Payment Provider will require a separate agent authorization and Customer agrees to enter into multiple agent authorizations as required. Customer understands and agrees that UKG will be free of any and all responsibility for any delays in project Launch (as defined in the Order) due to Customer's failure to timely provide a properly executed agent authorization and any additional information required by a Third Party Payment Provider.

7.2. UKG shall have the right to require, on a reasonable basis, Customer to demonstrate its compliance with any applicable laws or rules relating to the provision of UKG One View Payments.

Customer shall provide to UKG all required inputs, and any other information UKG deems necessary for UKG One View Payments and shall approve such inputs in accordance with a mutually-agreed payroll calendar including dates related to the provision of One View Payments (the "**Payroll Calendar**"). Customer shall provide all such inputs and information in machine readable formats acceptable to UKG. If the Customer requires changes to the template, Customer will pay UKG for additional templates. Customer is solely responsible for providing complete, accurate, and timely inputs in accordance with the timeframes set forth in the Payroll Calendar. UKG will not audit or test the information provided by Customer. UKG will have no liability for any issues arising out of Customer's provision of incomplete, inaccurate, outdated, or untimely information hereunder, or information provided by Customer without the required consents.

UKG will request Customer background information as necessary to set up the Customer's account and fulfil various regulatory and legislative requirements including, but not limited to, anti-money laundering and counter terrorist financing due diligence requirements. The information will be requested prior to Launch (as defined in the Order) and periodically thereafter. If this information is not provided to UKG within thirty (30) days of the request, UKG reserves the right to terminate UKG One View Payments for cause.

7.3. Customer is solely responsible for payment of all tax penalties, interest, fines or other liability imposed by any federal, state or local government, government agency, or any other taxing authority ("**Penalties**") and additional Fees if (i) the information Customer provides to UKG through UKG One View Payments is incorrect, late, inaccurate, or incomplete, (ii) Penalties are the result of a negligent act or omission of the Customer, or (iii) a party other than UKG or its ICPs (as applicable) fails to perform UKG One View Payments in a timely manner.

7.5 The specific record retention schedules established by governmental entities applicable to Customer are the responsibility of Customer and are not the responsibility of UKG or the services being provided under the Agreement. UKG has no responsibility or liability for maintaining or retaining said records for Customer.

7.6 Where an ISO bank file is to be provided to the Customer to execute the Employee payments as indicated in the Order, the Customer is responsible for confirming directly with the relevant bank(s) for each country that within that country the ISO20022.PAIN.001.001.003 file type can be used to deliver Employee payments. This responsibility also applies to any country which utilizes the SEPA payment file (SEPA Credit Transfer in Europe).

7.7 Customer shall provide all Employee information directly to UKG. Customer shall put systems in place to respond to queries from Employees relating to their pay statement, and shall make reasonable efforts to prevent Employees contacting UKG with ad hoc queries such as:

7.7.1 factual matters agreed between Customer and UKG (including, without limitation, dates relating to the Payroll Calendar);

7.7.2 queries to which the Parties have agreed and documented standard responses, which may be referred to as FAQs; and

7.7.3 repeat queries, where UKG has already provided answers to Customer.

7.8 Customer shall ensure Customer's staff are trained appropriately in UKG One View Payments through self-directed training made available by UKG at https://immedis.learnupon.com.

Customer shall promptly report any violation of this Section 7 to UKG and take any additional steps reasonably requested by UKG to remedy any such violation and prevent future violations.

8. **Unauthorized Use**.

8.1. UKG, the Third Party Payment Provider, and Customer must comply with applicable Third Party Payment Provider terms and conditions provided as part of the authorization document entered into by the Customer. Upon becoming aware of any actual or suspected breach of the Third Party Payment Provider terms and conditions, the Order, or Agreement (including this Services Description) which impacts, or could impact UKG One View Payments, UKG and Customer shall promptly inform the other Party of such breach.

8.2. UKG will ensure that any Third Party Payment Provider will:

8.2.1. only use UKG One View Payments for the purpose of making Payroll Payments (including managing Incomplete Transactions) with the prior authority of the Customer; and

8.2.2. not cause Customer Funds to be mixed with funds controlled by any person or entity other than Customer (including, but not limited to, other UKG customers or UKG itself).

9. **Errors in Payment Processing**

9.1. Customer will monitor, review and perform due diligence on all receipts, disbursements, proofs of submission and/or payment, and electronic acknowledgements provided by UKG or any third party (e.g. Third Party Payment Provider or ICP) (each, an "**Acknowledgement**"). Any and all errors that Customer discovers must be reported to UKG within forty-eighty (48) hours of the date of the Acknowledgement. If Customer fails to report such an error Customer to UKG within this forty-eighty (48) hour period, and the error should have been discovered as a result of Customer's commercially reasonable monitoring review, and/or due diligence, then UKG, or a Third Party Payment Provider or ICP will not be responsible for providing any assistance in remediation of such error. Where Customer is responsible for an error, UKG will reasonably assist Customer in remediation of such error, at Customer's expense, which will be billed on a time and materials basis.

9.2. If an error leads to the imposition of Penalties on Customer that would not otherwise have been imposed, then whichever Party is responsible for the error, either UKG (or Third Party Payment Provider or ICP) or Customer, shall be responsible for those Penalties.

9.3. Regardless of any responsibility for an error:

9.3.1. Customer remains responsible for payment of statutory obligations (tax, social insurances, social pensions, workers compensation, etc.) and third-party deductions relating to the Employees served by UKG under the Services Description; and

9.3.2. UKG is not responsible for an error of any third party (other than a Third Party Payment Provider or ICP).

10. Direct Use of Third Party Payment Provider Services by Customer.

10.1. Customer may request access for users to transact directly with a Third Party Payment Provider for certain non-Payroll Payments (each user, a "**Direct User**").

10.2. Customer will not exercise this right without prior written notice to UKG.

10.3. In such a scenario, Customer shall be provided with direct access to the Third Party Payment Provider services subject to the Third Party Payment Provider's terms and Customer shall be solely responsible for the transactions provisioned to Customer as a Direct User. For the avoidance of doubt, this means that any liability set out herein which is assumed by UKG, shall not apply to the activities of Direct Users.

11. Termination

11.1. In addition to the termination rights set forth in the Agreement:

11.2. UKG may immediately terminate a Payroll under this Services Description if UKG is unable to provide UKG One View Payments to a country or jurisdiction; and

11.3. UKG may immediately terminate or suspend the Agreement in the event of a breach of the warranty set forth in Section 5 above.

12. Key Performance Indicators

The key performance indicators ("KPIs") shall be made available to the Customer on the UKG Community and UKG One View Knowledge Base.

Customer acknowledges that KPI Credits shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting any Minimum Performance percentage in full and final settlement of any KPI claims. For the avoidance of doubt, the KPI Credit shall be in recognition of the diminished value of the Services resulting from UKG's failure to meet the Minimum Performance percentage, and not as a penalty. KPI Credits and the Minimum Performance percentage are set forth in the UKG Community and UKG One View Knowledge Base.

Exhibit "C-1" UKG Services Descriptions

UKG Pro Clinical Scheduling Extensions Services Description

UKG Pro Clinical Scheduling Extensions
Services Description

1. Services Description
This services description ("**Services Description**") applies to UKG's provision of the UKG Pro Clinical Scheduling Extensions (which includes UKG Pro Forecast Manager for Healthcare, UKG Pro Workload Manager for Healthcare, and UKG Pro Target Intelligence for Healthcare) and related services in UKG's hosting environment when set forth on the Order (the "**Subscription Services**" or "**Clinical Scheduling Extensions**"). UKG will provide the Subscription Services by enabling Customer's access to the infrastructure hosting the Subscription Services. This Services Description is subject to and governed by the Order, the corresponding agreement that governs Customer's use of Subscription Services and other services, and the UKG Pro Workforce Management Services Description (collectively, the "Agreement").

2. Definitions
Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

"Encrypt" means to cryptographically protect data using methods such as symmetric encryption algorithm, asymmetric encryption algorithm, or a one-way hashing algorithm.

"**Encryption Gateway Tool**" means the Clinical Scheduling Extensions Encryption Gateway Tool for UKG's hosting environment as described in Section 5 below.

"HIPAA" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

"PHI" means Protected Health Information as defined by HIPAA.

"Solution" means the provision of the Clinical Scheduling Extensions working together with the Encryption Gateway Tool.

3. UKG Service Level Agreement and Support Policy
The Service Level Agreement and UKG's Support Policy set out in the UKG Pro Workforce Management Services Description apply to Clinical Scheduling Extensions.

4. UKG Pro Clinical Scheduling Extensions Additional Tenant

Clinical Scheduling Extensions include one standard production tenant and one partial copy non-production tenant limited to thirty-six (36) months of data. Additional partial copy tenants may be ordered on an annual basis at an additional fee.

5. Encryption Gateway Tool
5.1 Description of the Encryption Gateway Tool

(a) As part of Subscription Services, UKG licenses to Customer the right to install and use the Encryption Gateway Tool in accordance with the terms of this Services Description and the Agreement. The Encryption Gateway Tool will Encrypt PHI before it is transmitted to UKG's hosting environment and will un-Encrypt the PHI when it is extracted from UKG's hosting environment in accordance with the Encryption Gateway Tool Documentation. Customer shall install and apply updates to the Encryption Gateway Tool in accordance with Section 5.2 below.

(b) UKG will deliver the Encryption Gateway Tool by giving Customer access to a secure Customer portal and shall make such tool available for download and installation by Customer, on Customer's server and behind its firewall at its facility location. Upon termination or expiration of the Subscription Services, Customer's right to use the Encryption Gateway Tool will terminate and Customer shall immediately uninstall the Encryption Gateway Tool.

(c) The Encryption Gateway Tool must be installed outside of UKG's hosting environment, on a server that is under Customer's control, and the Encryption Gateway Tool will remain under the Customer's control at all times. Accordingly, the Parties agree that UKG's Service Level Agreement will not apply to the Encryption Gateway Tool.

5.2 Customer's Responsibilities

Customer agrees to:

(a) Install, maintain, and use the Encryption Gateway Tool as part of the Subscription Services in accordance with the Documentation for the Encryption Gateway Tool. Customer's failure to apply updates to the Encryption Gateway Tool when such updates become available may: (i) compromise the security of Customer Data,

including, Personal Data and PHI; and (ii) result in incompatibility between the Clinical Scheduling Extensions and the Encryption Gateway Tool, which could cause failures in Encrypting and un-Encrypting data, and affect the scope of the Subscription Services provided by UKG.

(b) Install and maintain the Encryption Gateway private key per the applicable Documentation, and not share the Encryption Gateway private key with any third party who does not have a need to know, or with UKG. Customer acknowledges that should Customer lose the key, any encrypted data will remain encrypted.

(c) Enter and maintain PHI only in the fields defined in the applicable Documentation; and only send PHI data (e.g., screenshots containing PHI) to UKG by means of secure support channels for such data.

(d) Use unique user ID and passwords for all users of Clinical Scheduling Extensions.

(e) Configure Clinical Scheduling Extensions user's account to meet Customer's HIPAA policy requirements for complexity, length duration, and lockout.

(f) Determine user access/authorization to the application level of the Solution and assure that the level of access and the user assigned roles and permission are appropriate, which shall include periodic application level logical access review.

(g) Review application reports to meet Customer's HIPAA compliance program.

(h) Immediately notify UKG in the event Customer discovers a security issue with the Solution.

(i) Provide UKG resources with application-level accounts, as reasonably needed, to support the Clinical Scheduling Extensions, and not unreasonably withhold such access.

6. Data Security and Privacy.

a. The applicable Technical and Organizational Measures of UKG's Data Processing Addendum apply to the Subscription Services provided under this Services Description with the following modification: **Section 1 ISAE3402/SSAE 18 (SOC 2) Audit** shall be deleted in its entirety and replaced by the following:

ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall comply with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services where in scope for the Services. Such audits will be carried out by an independent, certified third party and the resulting reports will be provided to Customer upon request. UKG's data center will carry out its own SOC 2 audits and provide such reports to Customer upon request.

b. The Clinical Scheduling Extensions are deployed only in data centers in the United States. UKG's list of its current subprocessors applicable to UKG Pro Workforce Management at https://www.ukg.com/DPA-subprocessors will apply for the Clinical Scheduling Extensions.

Exhibit "C-1" UKG Services Descriptions

UKG Pro Extended Services Description

UKG Pro Extended Services
Services Description

1. Services Description

This services description ("**Services Description**") applies to UKG Pro Extended Services, a Subscription Service associated with the UKG Pro Pay and UKG Pro People Center. The UKG Pro Extended Services to which this Services Description applies include ES Optimization, ES Tailored Optimization, ES Analytics Assessment and Development, ES Tailored Optimization and ES Analytics Development, ES Year-End, ES Benefits Services, ES Analytics Development, ES Security and System Administration, and ES Consulting Services (collectively, "**Extended Services**") as set forth in the applicable Order. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other Services (collectively, the "**Agreement**").

2. UKG Pro Extended Services – Optimization ("ES Optimization")

(includes ES Assessment, ES Security Configuration, ES Release Adoption and ES Analytics Assessment)

If ES Optimization is ordered by Customer, UKG will provide Customer with the following:

ES Optimization

- **ES Assessment**
  - Review Customer's key business processes and touch points to Subscription Services, current configuration, any areas of concern, support case trends, and training opportunities.
  - Identify opportunities for improvement and best practice configuration.
  - Provide analysis and recommendations to optimize Subscription Services configuration.
  - Guide customers through making recommended configuration changes to standard delivered solution functionality which are approved in writing by Customer only.
  - Document specific configuration recommendations including any updates completed.
  - **Assumptions:**
    - UKG will review configuration for activated and deployed modules only.
    - Employee Self-Service and Manager Self-Service are activated and deployed.
    - UKG will schedule continuous virtual review sessions with Customer each year.
- **ES Security Configuration**
  - Overview of Customer's current security dashboard including, but not limited to: multi-factor authentication, security notifications, Web Services (if applicable), Single-Sign On (if applicable), database encryption and platform configuration considerations. Identify opportunities for improvement and best practice configuration.
  - Overview of Customer's system administration practices including but not limited to: password administration, system settings and display options, test system usage (if applicable). Identify opportunities for improvement and best practice configuration.
  - Review Customer's current role and workflows.
  - Identify opportunities for improvement and recommend best practices in process, workflow and configuration to optimize security and administration within the core Subscription Services approved in writing by Customer only.
  - Document specific configuration recommendations including any updates completed.
  - **Assumptions:**
    - UKG will review security configuration for activated and deployed modules only.
    - Employee Self-Service and Manager Self-Service are activated and deployed.
    - UKG will schedule continuous virtual sessions with Customer each year.
- **ES Release Adoption**
  - Identify standard delivered features and functionality in current and most recent Subscription Services software releases (Fall, Spring) that have been deployed but have not been utilized and that could be of value to Customer to streamline workflow and/or improve configuration.
  - Review Customer's current configuration and gather any Customer requirements for the identified features and functionality.
  - Prioritize features based on Customer feedback and UKG recommendations.
  - Guide Customer through turning on their prioritized selections and ensure that they have captured the go forward management into their business processes which are approved by customer in writing only.
  - Document specific recommendations including any updates completed.
  - Provide supporting documentation and/or guide customer to training materials for new features and/or configuration changes made.
  - **Assumptions:**
    - UKG will review and analyze releases for activated and deployed modules only.

        - UKG will schedule continuous virtual sessions with Customer each year.
- **ES Analytics Assessment**
    - Discuss analytics tools, UKG Pro People Analytics usage, current challenges, areas of interest and short and long term goals for analytics.
    - Provide overview of current UKG Pro People Analytics security set up. Review best practices for administering and maintaining UKG Pro People Analytics security.
    - Review analytics requirements and key metrics.
    - Review how report inventory is managed, how requirements can be gathered and best practices for fulfilling needs quickly and effectively.
    - Provide recommendations for using analytics tools to maximize efficiency, including design/tuning considerations for any long-running reports.
    - Provide and prioritize recommendations based on Customer feedback and UKG's recommendations.
    - **Assumptions**:
        - UKG. will review analytics for activated and deployed modules only.
        - UKG will schedule virtual sessions with Customer every contract year
        - New reports will be submitted and developed via standard services request or under the ES Analytics Development Services program.
        - If in depth technical or functional knowledge transfer is required beyond this assessment, a service request will be required.
- **General Assumptions for UKG Pro Extended Services – ES Optimization:**
    - Only data and information from the Subscription Services will be the basis for the ES Optimization program.
    - UKG will perform the ES Optimization virtually.
    - UKG will review and analyze for activated and deployed modules only.
    - UKG Pro Extended Services shall be provided to Customer for only the services as set forth in this Services Description. Any services outside of the scope of this Services Description will require a more extensive evaluation and update(s). Customer will be responsible for submitting a support case or Service Request to complete these efforts.
    - Customer will provide the requisite level of support and participation throughout the program.
    - If Customer has a test environment, UKG will work with Customer to utilize the test environment prior to the Customer updating their production environment.
    - Custom development or any work designated outside of the scope of this Services Description, are not included, unless expressly noted. If identified, these will be priced and completed under a separate request(s).
    - Highly recommended that Customer has completed related UKG training courses for general overall solution knowledge.

3. UKG Pro Extended Services – Tailored Optimization ("ES Tailored Optimization")

(includes ES Assessment and ES Analytics Assessment ONLY and only One (1) of the following (which shall be set forth in the Order): ES Benefits, ES Year-End, and ES Security and System Administration)

If ES Tailored Optimization is ordered by Customer, UKG will provide Customer with the following:

ES Tailored Optimization

- **ES Assessment**
    - An assessment of the Customer's use of key core Subscription Services functional areas will determine topics of focus/review for each annual engagement period. Additional/New functional areas and topics can be evaluated and added each subsequent year.
    - Provide a general overview of standard delivered system functionality as it relates to how the Customer is utilizing said functionality.
    - Provide analysis and recommendations to optimize Subscription Services configuration.
    - Guide customers through making recommended configuration changes to standard delivered solution functionality which are approved in writing by Customer only.
    - Document specific configuration recommendations including any updates completed.
    - **Assumptions**:
        - UKG will review configuration for activated and deployed modules only.
        - Employee Self-Service and Manager Self-Service are activated and deployed.
        - UKG will schedule continuous virtual review sessions with Customer each year.

        - Customer shall provide the necessary resources to complete the recommended optimization improvements.
- **ES Analytics Assessment**
    - Discuss analytics tools, UKG Pro People Analytics usage, current challenges, areas of interest and short and long term goals for analytics.
    - Provide overview of current UKG Pro People Analytics security set up. Review best practices for administering and maintaining UKG Pro People Analytics security.
    - Review analytics requirements and key metrics.
    - Review how report inventory is managed, how requirements can be gathered and best practices for fulfilling needs quickly and effectively.
    - Provide recommendations for using analytics tools to maximize efficiency, including design/tuning considerations for any long-running reports.
    - Provide and prioritize recommendations based on Customer feedback and UKG recommendations.
    - **Assumptions**:
        - UKG will review Analytics for activated and deployed modules only.
        - UKG will schedule virtual sessions with Customer every contract year.
        - New reports will be submitted and developed via standard services request or under the ES Analytics Development Services program.
        - If in depth technical or functional knowledge transfer is required beyond this assessment, a Service Request will be required.
- **General Assumptions for ES Tailored Optimization:**
    - Only data and information from the Subscription Services will be the basis for the ES Tailored Optimization program.
    - UKG will perform the Optimization Services virtually.
    - UKG will review and analyze for activated and deployed modules only.
    - Extended Services shall be provided to Customer for only the services as set forth in this Services Description. Any services outside of the scope of this Services Description will require a more extensive evaluation and update(s). Customer will be responsible for submitting a support case or Service Request to complete these efforts.
    - Customer will provide the requisite level of support and participation throughout the program.
    - If Customer has a test environment, UKG will work with Customer to utilize the test environment prior to the Customer updating their production environment.
    - Custom development or any work designated outside of the scope of this Services Description are not included, unless expressly noted. If identified, these will be priced and completed under a separate request(s).
    - Highly recommended that Customer has completed related UKG training courses for general overall solution knowledge.

ES Tailored Optimization will also include one of the following: ES Benefits, ES Year End, or ES Security and Systems Administration. Customer's selection will be set forth in the Order. See corresponding section below for additional information on the selected service.

4. UKG Pro Extended Services – Analytics Assessment and Development ("ES Analytics Assessment and Development")
(includes ES Analytics Assessment and ES Analytics Development)

If ES Analytics Assessment and Development is ordered by Customer, UKG will provide Customer with the following:

ES Analytics Assessment and Development

- **ES Analytics Assessment**
    - Discuss analytics tools, customer People Analytics usage, current challenges, areas of interest and short and long term goals for analytics.
    - Provide overview of current People Analytics security set up. Review best practices for administering and maintaining People Analytics security.
    - Review analytics requirements and key metrics.
    - Review how report inventory is managed, how requirements can be gathered and best practices for fulfilling needs quickly and effectively.

- Provide recommendations for using analytics tools to maximize efficiency, including design/tuning considerations for any long-running reports.
- Provide and prioritize recommendations based on Customer feedback and UKG recommendations.
- **Assumptions**:
  - UKG will review Analytics for activated and deployed modules only.
  - UKG will schedule virtual sessions with Customer every other contract year
  - New reports will be submitted and developed under Analytics Development Services portion of service which includes 5 artifacts included with the Analytics Assessment and 10 reports every other contract year.
  - If in depth technical or functional knowledge transfer is required beyond this assessment, a Service Request will be required.

- **ES Analytics Development** as set forth in Section 8 below.

5. UKG Pro Extended Services – Tailored Optimization and Analytics Development ("ES Tailored Optimization and Analytics Development")
(includes ES Assessment, ES Analytics Assessment and ES Analytics Development)

If ES Tailored Optimization and Analytics Development is ordered by Customer, UKG will provide Customer with the following:

ES Tailored Optimization and Analytics Development

- **ES Assessment**
  - An assessment of the Customer's use of key core UKG Pro functional areas will determine topics of focus/review for each annual engagement period. Additional/New functional areas and topics can be evaluated and added each subsequent year.
  - Provide a general overview of standard delivered system functionality as it relates to how the Customer is utilizing said functionality.
  - Provide analysis and recommendations to optimize Subscription Services configuration.
  - Guide customers through making recommended configuration changes to standard delivered solution functionality which are approved in writing by Customer only.
  - Document specific configuration recommendations including any updates completed.
  - **Assumptions:**
    - UKG will review configuration for activated and deployed modules only.
    - Employee Self-Service and Manager Self-Service are activated and deployed.
    - UKG will schedule continuous virtual review sessions with Customer each year. Customer shall provide the necessary resources to complete the recommended optimization improvements.
- **ES Analytics Assessment**
  - Discuss analytics tools, People Analytics usage, current challenges, areas of interest and short and long term goals for analytics.
  - Provide overview of current People Analytics security set up. Review best practices for administering and maintaining People Analytics security.
  - Review analytics requirements and key metrics.
  - Review how report inventory is managed, how requirements can be gathered and best practices for fulfilling needs quickly and effectively.
  - Provide recommendations for using Analytics tools to maximize efficiency, including design/tuning considerations for any long-running reports.
  - Provide and prioritize recommendations based on Customer feedback and UKG recommendations.
  - **Assumptions**:
    - UKG will review Analytics for activated and deployed modules only.
    - UKG will schedule virtual sessions with Customer during initial contract year and quarterly sessions thereafter.
    - If in depth technical or functional knowledge transfer is required beyond this assessment, a Service Request will be required.

- **ES Analytics Development** as set forth in Section 8 below.
- **General Assumptions for UKG Pro Extended Services – Tailored Optimization and Analytics Development:**
    - Only data and information from the Subscription Services will be the basis for the ES Optimization program.
    - UKG will perform the ES Tailored Optimization and Analytics Development virtually.
    - UKG will review and analyze for activated and deployed modules only.
    - UKG Pro Extended Services shall be provided to Customer for only the services as set forth in this Services Description. Any services outside of the scope of this Services Description will require a more extensive evaluation and update(s). Customer will be responsible for submitting a support case or Service Request to complete these efforts.
    - Customer will provide the requisite level of support and participation throughout the program.
    - If Customer has a test environment, UKG will work with Customer to utilize the test environment prior to the Customer updating their production environment.
    - Highly recommended that Customer has completed related UKG training courses for general overall solution knowledge.

6. UKG Pro Extended Services – Year End ("ES Year End")

If ES Year End is ordered by Customer, UKG will provide Customer with the following:

- **ES Year End**
    - Review Customer's current quarterly and year-end preparation processes, review delivered standard reports that help audit for items such as negative wages, company wage and tax information, review yearend paid time off rollover policies, special year end payments, payroll calendar, deductions, Affordable Care Act ("ACA") impacts, related workflows, company/employee data update processes, as well as Customer organization changes or business processes that could impact Year-End planning.
- Provide guidance for the configuration of Subscription Services rules for optimal set up.
    - Provide guidance and recommendations to the Customer for quarter-end wage and tax reporting and processing (ex. auditing wage and tax data, scheduling special payrolls, goal resets).
    - Provide guidance and recommendations to the Customer toward the completion of open activities that impact Year-End, including extending payroll calendars, scheduling special payrolls (ex. bonuses, stock-options, etc.), verifying and updating employee data, Year End disposition of Accruals (resets, payouts, roll-over), reconciliation of wage and tax data and the distribution of Year-End forms and specific configuration recommendations, including any updates completed.
    - Share best practices around planning and preparation and utilizing other UKG resources to accomplish tasks year-end tasks as needed.
    - **Assumptions:**
        - This is year-round service with key lead times identified. This ES Year-End service must be in effect ***at least three (3) months*** prior to Customer's year end date to allow UKG adequate time to deliver the ES Year-End services for the current year end. For customers who enroll mid-year, UKG will make a reasonable effort to meet customer's timelines, and a consolidated approach and/or limited scope may be utilized for the first year only.
        - Customer uses Subscription Services for payroll processing.
        - Employee self-service and manager self-service are configured with administrator/payroll access to the UKG Tax Quarter End/Year End gateways in the Subscription Services.
        - UKG will schedule virtual sessions with Customer on an annual basis.
        - Customer validates the following provided by UKG:
            * current list of all pay codes that are used with special payments
            * listing of tax jurisdictions and locations
            * payroll start, stop and pay dates for last pay and first pay of the year
            * current list of PTO plans
            * current payroll calendar
- **General Assumptions for ES Year End:**

- Only data and information from the Subscription Services will be the basis for the ES Year-End program.
- UKG will perform the Optimization Services virtually.
- UKG will review and analyze for activated and deployed modules only.
- UKG Pro Extended Services shall be provided to Customer for only the services as set forth in this Services Descriptions. Any services outside of the scope of this Services Description will require a more extensive evaluation and update(s). Customer will be responsible for submitting a support case or Service Request to complete these efforts.
- Customer will provide the requisite level of support and participation throughout the program.
- If Customer has a test environment, UKG will work with Customer to utilize the test environment prior to the Customer updating their production environment.
- Custom development or any work designated outside of the scope of this Services Description are not included, unless expressly noted. If identified, these will be priced and completed under a separate request(s).
- Highly recommended that Customer has completed related UKG training courses for general overall solution knowledge.

7. UKG Pro Extended Services – Benefits Services ("ES Benefits Services")

If ES Benefits Services is ordered by Customer, UKG will provide Customer with the following:

- **ES Benefits**
  - Review Customer's current open enrollment configuration, anticipated plan/vendor/organizational changes, planned open enrollment period(s), life events setup/utilization, company-level benefits and employee maintenance processes.
  - Review Customer's current benefit plans, new benefit plans to be offered including rates, dates and employee population to receive new benefit plan, effective dating requirements, benefit plan changes that may impact ACA reporting, existing 3rd party interface requirements, company/employee level data update strategy and any Subscription Services workflows specific to open enrollment and/or life events.
  - Provide guidance for the configuration of Subscription Services rules for optimal plan setup.
  - Assist Customer with Open Enrollment and Life Events configuration.
  - Provide guidance to the Customer for validation and completion of open activities that impact Open Enrollment and Life Events, including company/employee data, validation and testing of session.
  - Deliver a maximum of three (3) updates to existing interfaces each year that require maintenance changes as a result of the effort. Updates to interfaces will be coordinated with the appropriate partner department.
  - **Assumptions:**
    - This service is designed as a year-round service with key lead times identified. This ES Benefits service will be in effect ***at least three (3) months*** prior to Customer's Open Enrollment date to allow UKG adequate time to deliver ES Benefits services for the current year's Open Enrollment/Life Events period. For customers who enroll mid-year, UKG will make a reasonable effort to meet customer's timelines, and a consolidated approach and/or limited scope may be utilized for the first year only.
    - Open Enrollment and/or Life Events are activated and deployed within the Subscription Services.
    - This service is not offered for the Benefits Prime service offering.
    - Employee self-service and manager self-service are configured with employee access to Open Enrollment and/or Life Events in the Subscription Services.
    - Benefits are configured in the Subscription Services—Deduction and Benefit Groups include the plans available to the employee for the plan year, including any new plans.
    - UKG will schedule virtual sessions with Customer on an annual basis based on Customer's Open Enrollment and Life Events timeframes.

- Customer provides benefit options and associated rates/rate rules and rules for employee population assignment.
- Customer validates the following provided by UKG:
    * listing of all benefit plans to be included
    * deduction types
    * deduction plans
    * payroll start, stop and pay dates for last pay and first pay of the year
    * coverage start/stop dates based on previous year
- A separate Service Request will be required for interface updates beyond the first three (3) each year or for interfaces that are not part of or impacted by Open Enrollment.
- Unused updates will be forfeited at the end of each annual "Term" defined as each twelve (12) month term commencing on the Effective Date.
- New interfaces are not included and will require a separate Service Request.

- **General Assumptions for ES – Benefits:**
    - Only data and information from the Subscription Services will be the basis for the ES Benefits program.
    - UKG will perform ES Benefits virtually.
    - UKG will review and analyze for activated and deployed modules only.
    - UKG Pro Extended Services shall be provided to Customer for only the services as set forth in this Services Description. Any services outside of the scope of this Services Description will require a more extensive evaluation and update(s). Customer will be responsible for submitting a support case or Service Request to complete these efforts.
    - Customer will provide the requisite level of support and participation throughout the program

8. UKG Pro Extended Services – Analytics Development ("ES Analytics Development")

If ES Analytics Development is ordered by Customer, UKG will provide Customer with the following:

- **<u>ES Analytics Development</u>**
    - UKG will design and build People Analytics deliverables for Customer. Maintenance is included for People Analytics deliverables produced by UKG as specified below.
    - People Analytics deliverables include reports, alerts, and dashboards that utilize Customer Data, as well as modification requests for existing reports, alerts, and dashboards that utilize Customer Data. Each of the following are examples of People Analytics deliverables under this Order:
        - A new report = 1 deliverable
        - A new alert = 1 deliverable
        - A new dashboard = 1 deliverable per subject area
        - A modification to an existing report, alert or dashboard = 1 deliverable.
    - UKG will maintain People Analytics deliverables produced under this Order as long as this Order is in effect.
    - "Maintenance" includes*:
        - People Analytics deliverables not functioning properly according to the most recent Order for that People Analytics deliverable.
        - Changes to the UKG SQL database schema
        - Changes to the Cognos meta frame structure

    * Upgrade migrations for major Cognos releases is not considered "Maintenance" for People Analytics deliverables.
    - **Process to request People Analytics deliverable**
        - Customer will open a Service Request via the UKG Community to request each People Analytics deliverable.
        - UKG will review the request and work with the Customer to solidify requirements, create a specification, and set a delivery date.
        - UKG will create the People Analytics deliverable, test the People Analytics deliverable in Customer's production SaaS Environment and release People Analytics deliverable to Customer for acceptance testing.

* Customer will sign off indicating Customer's reasonable acceptance of People Analytics deliverable in writing to UKG within thirty (30) days of Customer's receipt of each People Analytics deliverable ("Acceptance Period"). In the event Customer does not provide written acceptance or issues related to each People Analytics deliverable within the Acceptance Period, then that People Analytics deliverable shall be deemed accepted.

- Assumptions:
  - Requests for additional People Analytics deliverables that exceed the ten (10) People Analytics deliverables per contract year will be priced and processed separately. Unused People Analytics deliverables do not roll over to the following year.
  - Customer will be limited to submit up to three (3) requests concurrently. Upon completion and acceptance of each People Analytics deliverable, Customer will be eligible to submit a subsequent request.
- **General Assumptions for ES Analytics Development:**
  - Service fees in this Order are for People Analytics deliverables and associated labor only.
  - The ES Analytics Development Services herein do not include testing system upgrades.
  - Requests for additional People Analytics deliverables that exceed the ten (10) People Analytics deliverables per each twelve (12) month contract period will be priced and processed separately.
  - People Analytics deliverables will be tracked for each "Term" defined as each twelve (12) month term commencing on the Effective Date of this Order.
  - People Analytics deliverables for each given Term must be used during the then current Term. Any People Analytics deliverables not used by end of each annual Term will be forfeited.
  - Customer will be limited to submit up to three (3) requests concurrently. Upon completion and acceptance of each People Analytics deliverable, Customer will be eligible to submit a subsequent request.

9. UKG Pro Extended Services – Security and System Administration ("ES Security and System Administration")

If ES Security & System Administration is ordered by Customer, UKG will provide Customer with the following:

- **<u>ES Security and System Administration</u>**
  - Review of Customer's current security dashboard including, but not limited to: multi-factor authentication, security notifications, Web Services (if applicable), Single-Sign On (if applicable), database encryption and platform configuration considerations. Identify opportunities for improvement and best practice configuration.
  - Review of Customer's system administration practices including but not limited to: password administration, system settings and display options, test system usage (if applicable). Identify opportunities for improvement and best practice configuration.
  - Comprehensive review of Customer's current:
    - Security role configuration, role administration and user administration for the Subscription Services(s).
    - System business processes and Employee Self Service (ESS) and Manager Self Service (MSS) use.
    - Workflow configuration and business practices for approvals around company/employee level data transactions strategy.
  - Assist Customer with mapping out configuration and planned rollout period(s) of security roles, business processes and workflow changes, security utilization, company-level changes and administration and maintenance processes.
  - Provide guidance and recommendations to Customer for security role, business process and workflow configuration and validation
  - **Assumptions:**
    - UKG will review security configurations for activated and deployed Subscription Services modules only.
    - Standard, delivered security roles are activated and deployed. If not, standard roles will have to be added back to the Customer's database.

- Customer provides all related information around current system administration practices and workflow for business processes
- Customer validates the following provided by UKG:
  * listing of all current security roles, business processes and workflows
  * security and workflow configuration workbooks/documents
  * system administrators
  * proposed roles, business processes and workflow changes
- Security and workflow configuration changes will be implemented upon written approval by Customer.
- UKG will schedule continuous virtual review sessions with Customer each year.

- **General Assumptions for ES Security and System Administration:**
  - Only data and information from the Subscription Services will be the basis for the ES Security and System Administration program.
  - UKG will perform the ES Security and System Administration virtually.
  - UKG will review and analyze for activated and deployed modules only.
  - UKG Pro Extended Services shall be provided to Customer for only the services as set forth in this Services Description. Any services outside of the scope of this Services Description will require a more extensive evaluation and update(s). Customer will be responsible for submitting a support case or Service Request to complete these efforts.
  - Customer will provide the requisite level of support and participation throughout the program.
  - If Customer has a test environment, UKG will work with Customer to utilize the test environment prior to the Customer updating their production environment.
  - Custom development or any work designated outside of the scope of this Services Description are not included, unless expressly noted. If identified, these will be priced and completed under a separate request(s).
  - Highly recommended that Customer has completed related UKG training courses for general overall solution knowledge.

10. UKG Pro Extended Services – Consulting Services ("ES Consulting Services")

(includes ES Project Management and ES Solutions Consulting)

If ES Consulting Services is ordered by Customer, UKG will provide Customer with the services as set forth in the Statement of Work included in the Order.

Exhibit "C-1" UKG Services Descriptions

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

Exhibit 1 Service Level Agreement for the Subscription Services Availability

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

Exhibit 3 UKG Pro Payment Services

Exhibit 4 UKG Pro Print Services/Check Printing Services

Exhibit 5 UKG Pro ACA Services

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

Services Description

1. Services Description

1.1. This Services Description applies to UKG’s provision of the commercially available version of UKG Pro Pay and/or UKG Pro People Center and UKG Pro Workforce Management software as a service application(s) as listed in Section 1.2 and services when set forth on the Order. Subscription Services shall be delivered by means of Customer’s permitted access to the infrastructure hosting Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer’s use of Subscription Services and other services.

1.2. This Service Description also applies to the following Subscription Services when set forth on the Order:
(a) UKG Pro Pay, UKG Pro People Center, UKG Pro Payment Services, UKG Pro Employee Pay, UKG Pro ACA Services, UKG Pro Check Printing, UKG Pro Basic SSO, UKG Pro Employee Voice, UKG Pro HCM NPRD, UKG Pro Talent Acquisition (UKG Pro Onboarding and UKG Pro Recruiting), UKG Pro Talent, UKG Pro Performance and Coaching, UKG Pro Internal Marketplace, UKG Pro Compensation, UKG Pro Learning, UKG Pro Benefits Administration, UKG Pro Talk, UKG Pro Document Manager, UKG Pro People Assist and UKG Pro Benefits Hub.

(b) UKG Pro Workforce Management (Hourly or Salaried), UKG TeleStaff Cloud, UKG Telestaff Cloud Non-Prod Additional Tenant, UKG Pro Absence, UKG Pro Accruals, UKG Pro Activities, UKG Pro Advanced Scheduling, UKG Pro Workforce Management Analytics, UKG Pro Auctions, UKG Pro Workforce Management Data Hub (Enterprise or Premium), UKG Pro Forecasting, UKG Pro Gaming, UKG Pro Workforce Management Healthcare Productivity, UKG Pro Leave, UKG Pro WFM Non-Prod Additional Tenant, UKG Pro Rotation Schedule, UKG Pro Scheduling, UKG Pro Strategic Workforce Planning, UKG Pro Task Management by Thinktime, UKG Pro Timekeeping (Hourly or Salaried), UKG Pro People Analytics with Pro Workforce Management Data (Premium or Enterprise), and UKG Pro WFM Talk.

1.3. Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Right to Access and Use

2.1. UKG will provide Customer with access to and use of the Subscription Services during the Order Term (which include the Initial Term and the agreed successive applicable Renewal Terms). Such right of access and use is limited to the Subscription Services specified on the Order and as described in this Section 2.

2.2. The Employee Types that are set forth in the Order are defined as follows (“**Employee Type**”):

- 2.2.1. **Compensated Employees**: persons receiving a check, advice of deposit or otherwise compensated by the Customer using the Subscription Services.
- 2.2.2. **HR Only Employees**: persons who are not Compensated Employees, People Center Employees or Limited Access Employees and reside in the United States and Canada. These employees shall only be accessing the Subscription Services for human resources record keeping only.
- 2.2.3. **Global Employees**: persons who are not Compensated Employees, People Center Employees or Limited Access Employees and reside outside of the United States and Canada. These employees shall only be accessing Subscription Services for human resources record keeping only.
- 2.2.4. **People Center Employees**: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Subscription Services as set forth on an Order.
- 2.2.5. **Limited Access Employees**: persons with a status of terminated who have access to the Subscription Services portal.

If Customer is using Employee Types outside of the definitions set forth in this Section 2, then UKG shall provide Customer with an updated order to amend and/or update the Employee Type usage and Customer agrees to execute such updated order. Such Order may include an increase in fees for such Employee Type and/or a change to the fees for the Subscription Services usage at the then current price. To the extent applicable to Customer, Customer shall notify UKG prior to the Billing Start Date of UKG Pro Pay and/or People Center as to which pay groups or component companies correspond to the Employee Type as set forth in the order. In the event the Customer has configured pay groups or component companies within UKG Pro Pay and UKG Pro People Center and makes changes or additions that affect the Employee Types as set

forth in an Order, Customer shall notify its UKG relationship manager of any changes or additions to ensure proper usage billing setup and accurate invoicing. In the event Customer does not notify UKG of such changes or additions, UKG is not responsible for any backdated credits due to improper billing setup as a result of any changes or additions made by Customer.

3. Fees, Payment and Invoicing

3.1. Subscription Services usage is priced as identified on the Order. UKG will monitor Customer's usage of the Subscription Services to calculate the fees.

3.2. If the Subscription Services are based on a variable usage model, then:

3.2.1. Customer will pay UKG the Subscription Services fees for the Monthly Minimum Quantity set forth in the Order, and where applicable, for any additional use of the Subscription Services in excess of the Monthly Minimum Quantity ("**Usage Overage**"). The monthly Subscription Services fees (based on the number of employees multiplied by the applicable Subscription Services fee) may increase or decrease if the number of employees based on the Employee Types increases or decreases, but in no event will the monthly Subscription Services fee be calculated on less than the Monthly Minimum Quantity of employees as set forth in the Order.

3.2.2. UKG will invoice the Customer for the Subscription Services as follows: (i) the Monthly Minimum Quantity commencing on the on the **Billing Start Date** and thereafter in accordance with the **Billing Frequency** stated on the Order and (ii) the Usage Overage, commencing on the earlier of the Billing Start Date or the date that Customer begins use of the Subscription Services in the UKG production environment, and monthly in arrears thereafter, unless agreed otherwise in the Order.

3.2.3. Notwithstanding section 3.2 above and as it relates to the Monthly Minimum Quantity, the parties agree that (i) if the Billing Start Date is on or before the 15th day of a calendar month, UKG will invoice Customer the Subscription Services fee for the Monthly Minimum Quantity for that month and each remaining month of the Initial Term, and (ii) if the Billing Start Date falls after the 15th day of the calendar month, UKG will invoice Customer for the Subscription Services fees of the Monthly Minimum Quantity on the first day of the following calendar month and each remaining month of the Initial Term.

3.2.4. The fees for the Launch services are based on the Launch Quantity in the Order. In the event that the number of Customer's employees exceeds 110% of the Launch Quantity in such Order as of the applicable Subscription Services live date, then Customer agrees to pay UKG at the then current rate per each additional employee launch. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the applicable Subscription Services 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. Launch services outside of the scope of the Statement of Work shall be quoted to Customer and agreed upon by the Parties in writing.

3.3. If the Subscription Services are based on a fixed usage model, then Customer acknowledges and agrees that the UKG Pro Workforce Management Subscription Services access rights are limited based upon the number of employees identified on the Order. If Customer requires additional employees to have access rights to use the UKG Pro Workforce Management Subscription Services, then Customer may request an increase to the number of employees using the UKG Pro Workforce Management Subscription Services by entering into an additional Order.

4. Customer Data

Customer Data shall be available to Customer to retrieve at no additional charge throughout the term of an applicable Order.

5. Additional Tenant

5.1. If UKG Pro HCM NPRD is included in an Order, UKG shall make available to Customer a non-production test environment for human resources and payroll administration. Customer will receive up to a maximum of four (4) restores (initial and/or subsequent loading of Customer's data from Customer's production environment to Customer's test environment) per twelve (12) month period commencing on the Billing Start Date ("Test Period"). Customer acknowledges that the test environment, while functionally the same as the production environment is not scaled for, nor designed to replicate a fully operational production environment. 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.

5.2. UKG Pro Workforce Management and the related Subscriptions Services in Section 1.2(b) above, include one standard production tenant and one partial copy non-production tenant limited to 36 months of data. Additional partial copy tenant may be ordered on an annual basis for an additional fee.

6. UKG Pro Workforce Management

6.1. AtomSphere Service and Boomi Software

If UKG Pro Workforce Management is included in an Order (but excluding UKG TeleStaff Cloud), the following shall apply. "Boomi AtomSphere Service" means the third-party service for the creation of integrations by Customer, which Customer has the right to access through UKG Pro Workforce Management. "Boomi Software" means the third-party proprietary software associated with the Boomi AtomSphere Service. As part of the Subscription Services, Customer has the right to access and use the Boomi AtomSphere Service provided by Boomi, LP. ("Boomi") 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 Subscription Services. If the Services and right to use Subscription Services terminate, Customer's right 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) Boomi, 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 Services Description does not grant Customer any rights to Boomi's trademarks or service marks, and (v) with respect to the AtomSphere Service and Boomi Software, Boomi reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Services Description. 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 Boomi and its representatives worldwide as may be needed to support Boomi'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 Boomi's third party service providers as part of Boomi'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 Boomi'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 Boomi's reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section.

6.2. The UKG Pro Workforce Management Data Hub Enterprise

The UKG Pro Workforce Manage Data Hub Enterprise requires the use of certain Google Cloud Platform services including BigQuery and Storage. Customer will contract directly with Google for Google Cloud Platform services.

7. UKG Pro Employee Voice

If UKG Pro Employee Voice is included in an Order, Customer grants to UKG the right to sub-license de-identified Customer Data, which includes the employee survey responses to third parties (currently Mercer (US) Inc.) for the purposes of improvements to the questions sets and bench marking data. UKG Pro Employee Voice is available exclusively in the United States and Canada, and is offered only in English.

8. Service Level Agreement

The Service Level Agreement is set forth in Exhibit 1.

9. UKG Support Policy

The UKG Support Policy attached is set forth in Exhibit 2.

10. UKG Pro Payment Services

If Customer orders the UKG Pro Payment Services and/or UKG Pro Employee Pay such Subscription Services are described in Exhibit 3.

11. UKG Pro Print Services

If Customer orders the UKG Pro Print Services/Check Printing Services, such Subscription Services are described in Exhibit 4.

12. UKG Pro ACA Services

If Customer orders the UKG Pro ACA Services, such Subscription Services are described in Exhibit 5.

13. UKG Pro Recruiting, Candidate Match

13.1. If Customer purchases access rights to UKG Pro Recruiting or UKG Pro Talent Acquisition, Customer may enable Candidate Match. UKG Candidate Match includes tools, features, and functionalities powered by artificial intelligence solely available in English and in the United States. Candidate Match is not capable of processing other languages.

13.2. Due to the probabilistic nature of artificial intelligence, the use of Candidate Match may produce inaccurate results. The Customer acknowledges and agrees that: (a) the output should not be solely relied upon as completely accurate or as a replacement for professional advice; and (b) the output must be reviewed and assessed by human reviewers for accuracy and suitability before being used or shared. The Customer remains fully responsible for any data they provide and for the results or outcomes generated by the Subscription Services after processing Customer Data.

13.3. The Candidate Match score is not intended to replace the human judgment of Customer's own personnel during any step of the recruitment or hiring process.

13.4. Customer Responsibilities. Customer must:

13.4.1. provide legally adequate privacy notices, obtain necessary consents for the processing of personal data by Candidate Match prior deploying the functionality, and provide for individual's rights;

13.4.2. provide individual candidates with the opportunity to opt out or opt in, as appropriate under the applicable laws, from Candidate Match and have their application and information be processed manually by Customer; and

13.4.3. use Candidate Match in accordance with applicable laws and the UKG Acceptable Use Policy.

EXHIBIT 1

SERVICE LEVEL AGREEMENT FOR THE SUBSCRIPTION SERVICES AVAILABILITY

Service Level Agreement: UKG offers the Service Level Agreement (SLA) and associated SLA Credits as described herein, solely for UKG Core Subscription Services (*i.e.,* Subscriptions Services which are subject to the Services Descriptions governing UKG Pro Pay Services and UKG Pro People Center and UKG Pro Workforce Management).

Availability: The production environment of the Subscription Services will maintain 99.75% Availability. Availability is calculated on a monthly basis as follows:

$$\left(\frac{\text{Monthly Minutes - Total Minutes Not Available - Maintenance Period}}{\text{Monthly Minutes - Maintenance Period}}\right) \text{ X } 100\% \geq 99.75\%$$

Monthly Minutes: 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.

Maintenance Period: means a scheduled maintenance period within the applicable maintenance window identified below, when the Subscription Services are not available. The Maintenance Period is used for purposes of the Service Credit Calculation; UKG continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current maintenance window for UKG Pro Workforce Management and related Subscription Services covered by the same Services Description for each of the data center locations is:

- US/Canada Eastern Time every Thursday from 12:00 AM to 4:00 AM
- Australian Eastern Time every Thursday from 12:00 AM to 4:00 AM
- Central European Time every Thursday from 2:00 AM to 6:00 AM

The current maintenance window for UKG Pro Pay and/or UKG Pro People Center and related Subscription Services covered by the same Services Description for each of the data center locations is:

- System daily maintenance from 3:00 a.m. to 5:00 a.m. EST, up to but not to exceed a maximum of five (5) hours per month.
- Emergency maintenance, as required, when necessary.
- 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.
- Extended system maintenance, as required, once per year on either Saturday or Sunday from 12:01 a.m. to 12:00 p.m. EST.
- If these activities will impact the Availability of the HR Service Delivery Subscription Services, UKG will use reasonable efforts to provide Customer advance notification (via e-mail for all customers having subscribed to the status page).

Total Minutes Not Available: means the total number of minutes during the calendar month that the Subscription Services is inaccessible as the result of an Outage.

Outage: means the Customer is unable to access the UKG tenant environment at any of its production data centers' internet connection points for reasons other than (a) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or its third party suppliers providing the Subscription Services (b) the suspension of the Subscription Services in accordance with the terms of the Agreement.

Service Credit Calculation: An Outage will be deemed to commence when the Subscription Services is unavailable to Customer and ends when UKG has restored Availability to the Subscription Services. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

SLA Credits: If, due to an Outage, the Subscription Services 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 Subscription Services fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly Subscription Services fees. SLA Credits become available starting the month after Customer's Subscription Services are live.

Reporting and Claims Process
UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming an SLA Credit. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG' records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription 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 Subscription 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. Customer further acknowledges that the SLA Credit shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting the Service Level Agreement as set forth herein in full and final settlement of any Subscription Services level claims. For the avoidance of doubt, the SLA Credit specified herein shall be in recognition of the diminished value of the Subscriptions Services resulting from UKG's failure to meet the agreed upon level of performance, and not as a penalty.

EXHIBIT 2

CUSTOMER SUPPORT POLICY
FOR UKG PRO PAY AND UKG PRO PEOPLE CENTER AND UKG PRO WORKFORCE MANAGEMENT

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as: • Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (*e.g.,* accrual balances not matching pay codes but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

Support Exclusions

Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages
UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation
UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation
Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at https://community.kronos.com/s/article/KB13193.

Remote Support
UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community
UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options
As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

EXHIBIT 3

UKG PRO PAYMENT SERVICES

Regulated financial services, including regulated aspects of the UKG Pro Payment Services provided under this Services Description, will be performed by Kronos SaaShr, Inc., a subsidiary of UKG Inc. For the purposes of this Services Description, UKG includes Kronos SaaShr, Inc.

In the event of a conflict between the terms and conditions of this Services Description and the terms and conditions of the Agreement, the terms and conditions of this Services Description shall prevail as it relates solely to the UKG Pro Subscription Services.

1. Definitions

"ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

"Business Day" means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Customer legal entity are closed or (c) an applicable statutory or civic holiday.

"Customer Payee" means an employee or individual receiving a check, direct deposit or other compensation from Customer using the Subscription Services.

"DDA" means Direct Deposit Advices.

"EFTPS" means U.S. Treasury Department's Electronic Federal Tax Payment System.

"**Employee Pay Liabilities**" means that portion of US Payroll Liabilities relating to the net payment of funds (wages or other compensation) to employees receiving a check or direct deposit from Customer using the Subscription Services. Employee Pay Liabilities do not include accounts payable or Voluntary Deductions.

"Garnishment Liabilities" means that portion of Payroll Liabilities relating to wage garnishments, including federal and state tax levies, bankruptcy orders, student loan, child support and spousal support withholding orders.

"NACHA" means National Automated Clearing House Association. NACHA administers the rules for processing ACH transactions through the ACH network.

"Payroll Liabilities" means as applicable the Employee Pay Liabilities, the Canadian and U.S. Payroll Tax Liabilities and U.S. Garnishment Liabilities related to a designated payroll check date that Customer owes but has not yet paid.

"Payroll Tax Liabilities" means that portion of Payroll Liabilities relating to payroll taxes, including, all applicable U.S. federal, state and local taxes, Social Security and Medicare and as applicable Canadian federal, provincial and territorial government source deductions which may include income tax withholding, Canadian Pension Plan and Employment Insurance.

"Voluntary Deductions" means that portion of Payroll Liabilities that an employee has voluntarily agreed to have withheld from their compensation and paid to another party (such as a creditor or other third party, including but not limited to 401(k) plans, insurance plans and dues).

2. Payment Services

2.1. Schedule and Exchange of Information

The parties agree with the following Payment Services Schedule:

	UKG Pro Payment Services
Data Remittance	By 12:00 pm (Customer's local time) no less than Two (2) Business Day prior to the applicable check/cheque date(s) For Canadian Payment Services, this applies to regular payrolls, supplemental payrolls, bonus payrolls, payrolls that fall on or around a Canadian holiday, and any adjustment payrolls.
Payment Services/ Cash Collection Report	One (1) Business Day prior to the applicable check/cheque date For Canadian reporting, within four (4) hours of Customer closing payroll for the applicable cheque date.
Funds Collection	Customer funds should be available in Customer's designated bank account(s) at open of business one (1) Business Day prior to the applicable check/cheque date. Funds must be received by UKG by 12:00PM Customer time.

In the event that processing is delayed by Customer, UKG may be required to utilize an alternative funding method. As a result of the delayed processing, additional fees may be imposed on Customer by UKG or its suppliers, including, without limitation, by the applicable financial institutions. Customer will be fully responsible for such additional fees.

2.2. Data Remittance

Customer will complete and close payroll using the time and delays outlines in the table above. Customer acknowledges that the data and all information from the completed payroll from the Subscription Services will be the basis for the Payment Services as provided for herein. Customer acknowledges and agrees to allow UKG access to Customer's masterfile(s) datastore in order to export data to provide the Payment Services herein.

UKG will not be liable for any invalidity or inaccuracy caused by Customer or Customer Data unless Customer so notifies UKG within one (1) business day of Customer's completion of payroll for the applicable check/cheque date or within ten (10) days of quarterly records being made available to Customer by UKG.

2.3. Cash Management

a. Reporting for Cash Collection – U.S.

Payment Service reports shall be available to Customer applicable to any given payroll closed within the defined parameters as set forth in the table above, in order to allow Customer to generate reports based upon such data at the open of normal business hours.

Reporting for Cash Collection – Canada

UKG will make the funding report available to Customer which is applicable to any given payroll closed within the defined parameters as set forth in the table above. The funding request will be basis for Customer to execute a wire transfer to UKG's designated Canadian financial institution.

In the event of late supplemental payrolls, bonus payrolls, or adjustment to payrolls, Customer must open a case in the customer support ticket logging portal to notify the Canadian Payment Services team of the additional tax data.

b. Funds collection

1. General

Customer funds will be collected to cover other Customer liabilities covered by this Services Description (to include but not limited to any additional tax payments, penalties and/or interest resulting from tax notices or amendments or quarter-end variances).

Customer agrees to maintain authorization to enable UKG to initiate direct wire, ACH, and reverse wire (for U.S. only) of Customer's designated bank account(s) and to maintain good and sufficient collected funds in

the Customer's designated bank account(s) to cover all funding transactions to be made under this Services Description.

Prior to Customer using the Payment Services in a production environment or when Customer is changing their designated bank account(s), Customer agrees to establish and successfully test authorization with its bank to allow for direct wire, ACH, and reverse wire (for U.S. only) in accordance with the terms of this Services Description.

2. U.S. Funds collection

UKG will debit Customer's designated bank account(s) for the Payroll Liabilities. Payroll Tax Liabilities not requiring "next day" payment and Garnishment Liabilities will be collected by ACH debit. Payroll Tax Liabilities requiring a "next day" payment will be collected by reverse wire.

3. Canadian Funds collection

Customer is required to provide good and collected Canadian funds to the UKG's designated Canadian financial institution via customer initiated direct wire transfer, for all Payroll Liabilities at least one (1) business day prior to the payroll cheque date by noon (12:00pm) Customer's local time. Funding via ACH or EDI is not permitted. Customer will utilize the funding request provided by UKG to determine the amount to fund.

No currency exchange between Canadian funds and United States funds will take place. UKG's designated Canadian financial institution will be in Canada, and UKG shall remit Customer's statutory deductions using Canadian currency.

c. Banking Transactions

Delivery of Payment Services is subject to the laws and regulations of the banking industry including but not limited to the operating rules of the NACHA. Customer grants UKG the authority to issue payments on behalf of Customer.

In addition to Customer's other obligations under this Services Description, Customer agrees to comply with the NACHA rules applicable to it with respect to Customer's use of the Payment Services and Customer agrees that UKG shall have the right to require, on a reasonable basis, Customer to demonstrate its compliance with NACHA rules. Customer agrees not to originate transactions that violate applicable laws and regulations. International transactions are not allowed under the Payment Services.

In the event that UKG is prohibited from performing the Payment Services (or a portion thereof) as set forth herein due to a banking institutions' restrictions or other applicable regulatory restrictions, then UKG shall have the option to terminate the Payment Services (or any portion thereof) upon written notice to Customer.

d. Investment of Funds

UKG shall pay Customer's Payroll Liabilities to the designated recipient of such Payroll Liabilities (to the extent that Customer has made available or wired the required funds in accordance with the terms of this Services Description). The Customer funds held by UKG will be segregated from other funds of UKG but may be commingled with funds of other customers. UKG will be entitled to receive all net income generated on any funds held pursuant hereto.

e. Record of Collections and Disbursements

Customer will examine all records of any disbursements made available to Customer for validity and accuracy according to Customer's records. Customer will promptly notify UKG of any inaccuracies or inconsistencies.

The specific record retention schedules established by governmental entities applicable to Customer are the responsibility of Customer and are not the responsibility of UKG or the services being provided under the Agreement. UKG has no responsibility or liability for maintaining or retaining said records for Customer.

2.4. Document Execution and Adjustments

Customer agrees that it will promptly respond to any and all reasonable requests, including without limitation execution of required documents, made by UKG for the purpose of UKG's performance of the Payment Services. UKG may amend or update the terms of this Services Description only as reasonably determined by UKG or as mandated by any governmental agency, taxing authority, banking partners or an authority overseeing banking or remittance transactions, provided such amendment or update does not adversely impact Customer's normal business operations. In such an event, Customer shall have the option to reject such amendment or update, in good faith, within thirty (30) days of receipt of notice of such amendment or update by providing written notice to UKG. In the event Customer rejects an amendment or update to the terms of this Services Description and such rejection materially inhibits or prohibits UKG's ability to perform

the Payment Services (or any portion thereof), UKG shall have the option to terminate the Payment Services (or any portion thereof) upon written notice to Customer.

Customer agrees to promptly and accurately perform its responsibilities as set forth in this Services Description and acknowledges that failure to do so may result in additional fees or costs to Customer, including in the event that UKG is required to expedite processes and/or perform additional work on behalf of Customer in order to meet regulatory requirements. Any such additional charges will be performed at the then current hourly rate which shall be billed as incurred.

In the event of termination of the applicable Order, Customer shall provide an executed, timely Payment Services termination form to UKG. In the event Customer does not provide an executed, timely Payment Services termination form to UKG, Customer shall be fully liable for actions taken by UKG resulting from Customer's failure to provide UKG such Payment Services termination form.

2.5. Data Retention

Customer agrees that UKG will retain Customer's wage and tax data applicable to Payment Services for a period not to exceed four (4) years from the date of termination of Subscription Services ("Retained Data"). Retained Data may be used for responding to tax notices, preparation of amended payroll tax returns or similar matters applicable to Customers term of Payment Services.

2.6. Payment Services

a. General

UKG is not obligated to commence providing the Payment Services and is not obligated to pay Customer's Payroll Liabilities for any payroll check date, until UKG has received all information and funding necessary to disburse all applicable Payroll Liabilities.

UKG is not responsible for any pre-existing errors or similar matters arising prior to commencement of the Payment Services by UKG or for any errors that may occur in the event the Customer fails to (i) provide UKG with all necessary, complete, and accurate information or (ii) fund the relevant amount of Payroll Liabilities for any payroll check date.

In addition to, and not in limitation of UKG's other rights hereunder, in the event that Customer fails to materially comply with its obligations under this Services Description, UKG may elect to terminate performance of the Payment Services (or any portion thereof) upon written notice to Customer. UKG shall provide Customer an opportunity to cure such failure that is capable of cure within thirty (30) days of Customer's receipt of written notice or such lesser period to the extent that such failure materially inhibits or prohibits UKG's ability to perform the Payment Services (or any portion thereof).

b. Tax Filing Services

Through the Tax Filing Services, UKG will:

- Prepare, deposit and file Customer's Payroll Tax Liabilities for those federal, provincial, state, and local jurisdictions (as applicable) listed by Customer on the company profile report (provided with the standard company set up package) and any updates provided to UKG by the Customer.
- Prepare a quarterly tax statement for each Federal Employer Identification Number (FEIN). This statement will include a summary of tax liabilities reported throughout the quarter, and account reconciliation and printed returns filed at quarter-end.
- Answer tax agency correspondence for tax deposits and returns filed by UKG.
- File amended returns including W-2Cs as required for returns processed under this Services Description by UKG.
- Provide W2 agency filings.
- Excluded for Canada only: **Year End Filing** - Customer is responsible for the following Year End filing:
- Upload of XML files (T4's, RL1's, and Summary) to CRA and Quebec (if applicable) from UKG Pro.
- File Provincial Annual Returns
- File Statement of Wages for Worker's Compensation (if applicable).

c. Tax Information Acknowledgment:

As required by the Internal Revenue Service, the following information must be disclosed to taxpayers that utilize a third party to perform tax filing services on its behalf:

Customer acknowledges that it is responsible for the timely filing of employment tax returns and the timely payment of employment taxes for its Customer Payees, notwithstanding that Customer has authorized UKG

to file the returns and make the payments on its behalf. Customer is solely responsible for any penalties and interest assessed by federal, provincial, state, and local jurisdictions (as applicable), except to the extent that (i) UKG's negligence results in the assessment, (ii) Customer gives timely notice to UKG, and (iii)Customer mitigates its damages including timely appeals or assigning appeal rights to UKG.

The Internal Revenue Service recommends enrollment in the EFTPS to monitor your account and ensure that timely tax payments are being made. Enrollment in the EFTPS may be done online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

d. Garnishment Disbursement Services – U.S. only

UKG is not responsible for providing additional administrative services, including, but not limited to, agency research, account reconciliation, garnishment data input and adjustments. Customer is solely responsible for the setup of the garnishment requirements in the UKG Pro Software in accordance with the UKG Pro Documentation and UKG is not responsible for same. UKG is not responsible for any errors that result from Customer's failure to comply with this paragraph.

Through the Garnishment Disbursement Services, UKG will remit Customer's Garnishment Liabilities for those federal, state, and local payment processing units and any individual third party(ies) to which an employee of Customer owes a debt and has agreed or is compelled by requisite governmental authority to resolve via garnishment of employee's wages. UKG will make available a report of garnishment activity to Customer summarizing funds collection and disbursement transactions completed for the designated payroll check date(s). Customer will not set up Voluntary Deductions for payment through UKG's Garnishment Disbursement Services.

e. UKG Pro Employee Pay – only available in the continental U.S. and if and as included on the Order

1. UKG Pro Employee Pay – UKG Responsibilities:

For Employee Pay Liabilities completed by Customer in the UKG Pro Software for the designated payroll check date(s), excluding manual checks issued from Customer's bank account, UKG will issue payroll payments to the designated employees by: (a) submitting payment information to the appropriate funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to the designated bank accounts of an employee ; and/or (b) create negotiable paychecks payable to the order of an employee drawn from an UKG bank account. Each paycheck will be printed on UKG check stock with an UKG officer's signature and UKG logo using the check date provided by Customer.

In the event UKG becomes aware that Customer or an employee is designated as an entity or person for which funds cannot be processed due to banking or regulatory restrictions (including, but not limited to, restrictions imposed by the U.S. Department of Treasury's Office of Foreign Assets Control), UKG will no longer provide UKG Pro Employee Pay to Customer. Prior to termination, UKG shall provide reasonable notice to Customer provided the applicable banking or regulatory restrictions permit such notice.

UKG will make available an employee pay report to Customer summarizing completed funds collection and disbursement transactions, including outstanding and stale dated payroll checks. UKG will notify Customer in the event UKG is unable to make payment to an employee. Funds held by UKG for stale dated payroll checks and employee payments that cannot be made will be returned to Customer.

Provided Customer has met the data remittance and funding deadlines outlined above, direct deposit payments remitted by UKG through UKG Pro Employee Pay will settle on the payroll check date. The funds availability policy of each employee's bank is different, and UKG cannot guarantee when these funds become available.

2. UKG Pro Employee Pay - Customer Responsibilities:

In connection with UKG Pro Employee Pay, Customer agrees to (and bears responsibility for):

- Review and audit all payroll data, reports and other materials prior to committing the payroll through the UKG Pro Software. Customer shall correct any discrepancies or errors in such materials prior to the next scheduled processing;
- Monitor changes to those laws specifically applicable to Customer's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and Customer shall be responsible for any changes to its payroll processing requirements as a result of such laws;

- Correct direct deposit exceptions and update direct deposit information before transmitting payroll data for Customer's next payroll (otherwise Customer could be in breach of applicable laws or regulations, including, but not limited to, NACHA and other banking or other applicable laws or regulations, and Customer may incur fines as a result);
  Be responsible for contacting employees to resolve payment of any voided paychecks and reimburse UKG for any losses and fees incurred by UKG in circumstances where UKG honors Customer's request to initiate a stop payment order but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of an employee);
- Requiring employees to complete, sign and maintain any account funding authorizations or other documents or authorizations necessary for UKG to provide UKG Pro Employee Pay, including authorizations for the initiation of credit entries. Customer shall maintain a readily available copy of signed documents and authorizations. Without limitation, Customer shall ensure that each employee utilizing UKG's DDA service has authorized the initiation of credit entries and the crediting of the employee's account, as well as the debiting of the employee's account through a file reversal in the event of a returned item from Customer's account or any funding deficiency by Customer (to extent permitted by law). Customer must ensure that such authorizations are operative at the time of transmittal and crediting/debiting of the employee's accounts;
- Grant to UKG the authority to issue payments on behalf of Customer, and to take such other action as may be necessary from time to time in connection with the provision of UKG Pro Employee Pay, which, depending on the circumstances, may include but not limited to, the authorization of UKG to instruct Customer's designated bank to stop payment and/or to refuse payment as required to provide the UKG Pro Employee Pay;
- Prenote direct deposits for all of Customer's employees before UKG Pro Employee Pay is activated and, (if required by customer) for each new Customer employee who elects direct deposit or in the event a Customer employee makes a bank account change; UKG Pro Employee Pay does not include manual check printing. Customer may issue manual checks from their own bank account;
- Customer shall not distribute any checks to any employee prior to the check date. Any checks presented for payment prior to the check date may be returned unpaid by the bank, and UKG may impose upon Customer an early check cashing fee of $25.00 per unit;
- If Customer desires to stop payment on any check, Customer shall provide UKG with a stop payment request in such form required by UKG. UKG shall then place a stop payment order with UKG's bank within twenty-four (24) hours of UKG's receipt of such stop payment request. Customer shall not request UKG to stop payment on any check that represents funds to which the applicable employee is rightfully entitled. Customer agrees to indemnify, defend, and hold harmless UKG and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any check requested by Customer and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check; and Customer shall be responsible for payment of all applicable banking fees pursuant to UKG Pro Employee Pay. Fees imposed to employees or Customer by an employee's bank or a check cashing facility are not the responsibility.

EXHIBIT 4

UKG PRO PRINT SERVICES/ CHECK PRINTING SERVICES

1. UKG Pro Check Printing

1.1. UKG will print Customer's United States and/or Canada checks and/or Direct Deposit Advices ("DDAs") on a per Check Print Request (defined as a group standard check export files from the Subscription Services uploaded together into one request) basis and deliver or mail as requested by Customer. United States and Canadian checks or DDAs will be processed separately.

The printing and distribution of any DDA will be performed for an additional fee as set forth in Section 1.2c.

- **Standard Printing –** For each Check Print Request that is received by 3:00PM in Customer's time zone, UKG will use commercially reasonable efforts for such request to be printed and shipped within the next business day. Each check export file received after 3:00PM in the Customer's time zone will be printed and shipped within two (2) business days.
- **Expedited Printing –** Upon Customer's request, UKG shall make commercially reasonable efforts to expedite a Check Print Request that is received by 12:00PM in Customer's time zone to be printed and shipped the same business day for the fee set forth in Section 1.2c. Check export files received after 12:00PM in Customer's time zone cannot be expedited. Any expedited Check Print Request that is not shipped the same business day will not be charged the expedited fee.

1.2. Customer will provide the check export file to UKG via the standard delivery methodology as required by UKG. Customer acknowledges that the data and all information from the completed payroll from UKG will be the basis for the Check Print services as provided for herein.

a. **Year End Tax Forms**

UKG Pro Tax Forms Printing

UKG will be responsible for printing W-2, 1099, T4 or Relevé 1 forms for Customer as applicable. UKG will supply the form and Customer will be responsible for shipping costs. Customer will also be responsible for UKG's then-current handling fees.

b. **Print Shipping**

UKG Pro Print Shipping

UKG shall be responsible for delivering printed documents to the carriers set forth below, as selected by Customer.
First Class Mail (Direct mail to employees)
UPS - Next Day Air & 2nd Day Air, Ground (Tax Forms ONLY)
FedEx - Next Day Air & 2nd Day Air
Customer shall have the option to use their own Fed Ex or UPS account number.
UKG shall not be responsible for the actions or inactions of any shipping carrier.

For the purposes of this section, printing and delivery are applicable to business days only (excluding UKG holidays). Print Requests received by UKG on a non-Business Day or an UKG holiday shall be deemed to have been received on the following business day. Also, customer time zone shall be deemed the customer's main location within the 48 contiguous states, within the United States or within the provinces and territories in Canada from the Eastern to Pacific time zones.

Additional services outside the scope of this Service Description, including, but not limited to, pay group setup, component company setup, bank setup, signature, logo, custom setup, missing and/or incorrect information, and return package, will be provided upon Customer request and billed at the then current rate as incurred.

c. **Fees**

Services	Fees
Check/DDA	For U.S. - USD$.50 per Check/DDA For Canada - CAN$.50 per Check/DDA

Year End Form	For U.S.- USD$2.00 per Form page For Canada - CAD$2.00 per Form page
Check Print Handling/Split Package	For U.S.- No charge for first 5 splits, USD$4.00 per split thereafter – per Check Print Request For Canada - No charge for first 5 splits, CAN$4.00 per split thereafter – per Check Print Request
Year End Form Handling	Customer is responsible for handling fees at the then-current rate
Shipping/Delivery Methods	Customer is responsible for all shipping charges, whether billed by UKG as a pass-through expense or direct billed to Customer via its own carrier
Check Print Expedite Processing Fee	For U.S. - USD$250.00 per Check Print Request, upon request by Customer For Canada - CAD$250.00 per Check Print Request, upon request by Customer
Check Print Launch Fee	For U.S. - USD$2,000.00 For Canada – CAD$2,000.00

EXHIBIT 5

UKG PRO ACA SERVICES – U.S. ONLY

1. UKG Pro ACA Toolkit

ACA Toolkit - Included for all customers at no additional cost:

- Eligibility 'lookback' calculations based upon payrolls processed with the Subscription Services
- Enrollment based on eligibility
- Post exchange notices to employee document area
- Obtain and track employee consent to view 1095-C forms electronically
- Generate completed 1094-C and 1095-C forms
- Import template for 1095-C data (if not available in UKG Pro)
- Generate required 1095-Cs for those who are not active employees (i.e., COBRA, retirees)
- Download 1095-C via employee self service
- Generate electronic file in IRS approved format
- Self Service printing and distribution of 1095-C forms
- Self Service electronic filing to the IRS
- Comprehensive reporting and access to data about eligibility, penalty exposure, and offer of coverage

ACA Data Remittance

Customer will provide the required ACA data needed for 1094-C and 1095-C forms to UKG pursuant to the ACA standard guidelines. Customer acknowledges that (i) the ACA data and all ACA information contained in and generated from the Subscription Services will be the basis for the services as provided for herein, and (ii) Customer is required to approve the ACA data on an annual basis in accordance with the deadlines set forth in the ACA Toolkit and provided in writing to Customer via newswire to Customer's designated representative. Once Customer validates the data, Customer is responsible for submitting the filing to the IRS.

2. 1095-C Print and File Capabilities (Federal Only)

- UKG printing 1095-C forms and mailing them to Customers' employees will follow the same description of services as the Year End Tax Forms section above. Customer is responsible for the cost of shipping and handling.

- Electronic filing of 1094-C and 1095-C forms to the IRS on Customer's behalf

3. 1095-C File Capabilities (State Only)

- Electronic filing of 1094-C and 1095-C forms, only to the following regions, on Customer's behalf: California, New Jersey, Rhode Island, and District of Columbia.

- Customer shall be responsible for any other 1095-C form submissions or other ACA and/or state individual mandate reporting other than referenced above.

Assumptions:

- Data included in the healthcare measurement periods for the eligibility "lookback" calculations will begin with the first payroll processed using the Subscription Services. Data converted from legacy systems is not available for eligibility "lookback" purposes.

- Prior to performing the ACA Distribution Services, Customer must provide UKG all required ACA data related to 1094-C and 1095-C forms and such data must be entered into and validated within the UKG Pro.

- UKG will not be liable for any invalidity or inaccuracy caused by Customer unless Customer so notified UKG within three (3) business day of UKG making available to Customer any and all ACA regulatory forms and filings. Customer will examine them for their validity and accuracy according to Customer's records. Customer will immediately notify UKG of any inaccuracies.

- Customer is responsible for all shipping charges, whether billed by UKG as a pass through expense or direct billed to Customer via its own carrier. Customer shall have the option to use their own Federal Express or United Parcel Services account number.

Exhibit "C-1" UKG Services Descriptions

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

Exhibit 1 Service Level Agreement for the Subscription Services Availability

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

Exhibit 3 UKG Pro Payment Services

Exhibit 4 UKG Pro Print Services/Check Printing Services

Exhibit 5 UKG Pro ACA Services

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

1. Services Description

1.1. This services description (“**Services Description**”) applies to UKG’s provision of the commercially available version of UKG Pro Pay and/or UKG Pro People Center software as a service application(s) as listed in section 1.2 and services related thereto (“**Subscription Services**”) when set forth on the Order. Subscription Services shall be delivered by means of Customer’s permitted access to the infrastructure hosting Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer’s use of Subscription Services and other services (collectively, the “**Agreement**”).

1.2. This Service Description also applies to the following Subscription Services when set forth on the Order:
The UKG Pro Pay, UKG Pro People Center, UKG Pro Payment Services, UKG Pro Employee Pay, UKG Pro ACA Services, UKG Pro Check Printing, UKG Pro Basic SSO, UKG Pro Employee Voice, UKG Pro HCM NPRD, UKG Pro Talent Acquisition (UKG Pro Onboarding and UKG Pro Recruiting), UKG Pro Talent, UKG Pro Performance and Coaching, UKG Pro Internal Marketplace, UKG Pro Compensation, UKG Pro Learning, UKG Pro Benefits Administration, UKG Pro Talk, UKG Pro Document Manager, UKG Pro People Assist and UKG Pro Benefits Hub.

2. Right to Access and Use

2.1. UKG will provide Customer with access to and use of the Subscription Services during the Order Term (which include the Initial Term and the agreed successive applicable Renewal Terms). Such access and use are limited to the Subscription Services specified on the Order and based on the employee use as described in this section 2 and the Order.

2.2. The Employee Types that are set forth in the Order are defined as follows (“**Employee Type**”):

2.2.1. **Compensated Employees**: persons receiving a check, advice of deposit or otherwise compensated by the Customer using the Subscription Services.

2.2.2. **HR Only Employees**: persons who are not Compensated Employees, People Center Employees or Limited Access Employees and reside in the United States and Canada. These employees shall only be accessing the Subscription Services for human resources record keeping only.

2.2.3. **Global Employees**: persons who are not Compensated Employees, People Center Employees or Limited Access Employees and reside outside of the United States and Canada. These employees shall only be accessing Subscription Services for human resources record keeping only.

2.2.4. **People Center Employees**: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Subscription Services as set forth on an Order.

2.2.5. **Limited Access Employees**: persons with a status of terminated who have access to the Subscription Services portal.

If Customer is using Employee Types outside of the definitions set forth in this Section 2, then UKG shall provide Customer with an updated order to amend and/or update the Employee Type usage and Customer agrees to execute such updated order. Such Order may include an increase in fees for such Employee Type and/or a change to the fees for the Subscription Services usage at the then current price. To the extent applicable to Customer, Customer shall notify UKG prior to the Billing Start Date of UKG Pro Pay and/or People Center as to which pay groups or component companies correspond to the Employee Type as set forth in the order. In the event the Customer has configured pay groups or component companies within UKG Pro Pay and UKG Pro People Center and makes changes or additions that affect the Employee Types as set forth in an Order, Customer shall notify its UKG relationship manager of any changes or additions to ensure proper usage billing setup and accurate invoicing. In the event Customer does not notify UKG of such changes or additions, UKG is not responsible for any backdated credits due to improper billing setup as a result of any changes or additions made by Customer.

3. Fees, Payment and Invoicing

3.1. Subscription Services usage is priced as identified on the Order. UKG will monitor Customer’s usage of the Subscription Services to calculate the fees.

3.2. The Subscription Services are based on a variable usage model and will be invoiced and payable as follows:

3.2.1. Customer will pay UKG the Subscription Services fees for the Monthly Minimum Quantity set forth in the Order, and where applicable, for any additional use of the Subscription Services in excess of the

Monthly Minimum Quantity ("**Usage Overage**"). The monthly Subscription Services fees (based on the number of employees multiplied by the applicable Subscription Services fee) may increase or decrease if the number of employees based on the Employee Types increases or decreases, but in no event will the monthly Subscription Services fee be calculated on less than the Monthly Minimum Quantity of employees as set forth in the Order.

3.2.2. UKG will invoice the Customer for the Subscription Services as follows: (i) the Monthly Minimum Quantity commencing on the on the **Billing Start Date** and thereafter in accordance with the **Billing Frequency** stated on the Order and (ii) the Usage Overage, commencing on the earlier of the Billing Start Date or the date that Customer begins use of the Subscription Services in the UKG production environment, and monthly in arrears thereafter, unless agreed otherwise in the Order.

3.2.3. Notwithstanding section 3.2 above and as it relates to the Monthly Minimum Quantity, the parties agree that (i) if the Billing Start Date is on or before the 15th day of a calendar month, UKG will invoice Customer the Subscription Services fee for the Monthly Minimum Quantity for that month and each remaining month of the Initial Term, and (ii) if the Billing Start Date falls after the 15th day of the calendar month, UKG will invoice Customer for the Subscription Services fees of the Monthly Minimum Quantity on the first day of the following calendar month and each remaining month of the Initial Term.

3.2.4. The fees for the Launch services are based on the Launch Quantity in the Order. In the event that the number of Customer's employees exceeds 110% of the Launch Quantity in such Order as of the applicable Subscription Services live date, then Customer agrees to pay UKG at the then current rate per each additional employee launch. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the applicable Subscription Services 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. Launch services outside of the scope of the Statement of Work shall be quoted to Customer and agreed upon by the Parties in writing.

4. Customer Data

Customer Data shall be available to Customer to retrieve at no additional charge throughout the term of an applicable Order.

5. UKG Pro HCM NPRD (Test environment)

If UKG Pro HCM NPRD is included in an Order, UKG shall make available to Customer a non-production test environment for human resources and payroll administration. Customer will receive up to a maximum of four (4) restores (initial and/or subsequent loading of Customer's data from Customer's production environment to Customer's test environment) per twelve (12) month period commencing on the Billing Start Date ("Test Period"). Customer acknowledges that the test environment, while functionally the same as the production environment is not scaled for, nor designed to replicate a fully operational production environment. 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.

6. UKG Pro Employee Voice

If UKG Pro Employee Voice is included in an Order, Customer grants to UKG the right to sub-license de-identified Customer Data, which includes the employee survey responses to third parties (currently Mercer (US) Inc.) for the purposes of improvements to the questions sets and bench marking data. UKG Pro Employee Voice is available exclusively in the United States and Canada, and is offered only in English.

7. Service Level Agreement
UKG offers the Service Level Agreement as set forth in Exhibit 1.

8. UKG Support Policy
UKG offers the UKG Support Policy attached as set forth in Exhibit 2.

9. UKG Pro Payment Services
If Customer orders the UKG Pro Payment Services and/or UKG Pro Employee Pay such Subscription Services are described in Exhibit 3.

10. UKG Pro Print Services

If Customer orders the UKG Pro Print Services/Check Printing Services, such Subscription Services are described in Exhibit 4.

11. UKG Pro ACA Services

If Customer orders the UKG Pro ACA Services, such Subscription Services are described in Exhibit 5.

12. UKG Pro Recruiting, Candidate Match

12.1. If Customer purchases access rights to UKG Pro Recruiting or UKG Pro Talent Acquisition, Customer may enable Candidate Match. UKG Candidate Match includes tools, features, and functionalities powered by artificial intelligence solely available in English and in the United States. Candidate Match is not capable of processing other languages.

12.2. Due to the probabilistic nature of artificial intelligence, the use of Candidate Match may produce inaccurate results. The Customer acknowledges and agrees that: (a) the output should not be solely relied upon as completely accurate or as a replacement for professional advice; and (b) the output must be reviewed and assessed by human reviewers for accuracy and suitability before being used or shared. The Customer remains fully responsible for any data they provide and for the results or outcomes generated by the Subscription Services after processing Customer Data.

12.3. The Candidate Match score is not intended to replace the human judgment of Customer's own personnel during any step of the recruitment or hiring process.

12.4. Customer Responsibilities. Customer must:

12.4.1. provide legally adequate privacy notices, obtain necessary consents for the processing of personal data by Candidate Match prior deploying the functionality, and provide for individual's rights;

12.4.2. provide individual candidates with the opportunity to opt out or opt in, as appropriate under the applicable laws, from Candidate Match and have their application and information be processed manually by Customer; and

12.4.3. use Candidate Match in accordance with applicable laws and the UKG Acceptable Use Policy.

EXHIBIT 1

SERVICE LEVEL AGREEMENT FOR THE SUBSCRIPTION SERVICES AVAILABILITY

Service Level Agreement: UKG offers the Service Level Agreement (SLA) and associated SLA Credits as described herein, solely for UKG Core Subscription Services (*i.e.,* Subscriptions Services which are subject to the Services Descriptions governing UKG Pro Pay Services and UKG Pro People Center.

Availability: The production environment of the Subscription Services will maintain 99.75% Availability. Availability is calculated on a monthly basis as follows:

$$\left(\frac{\text{Monthly Minutes - Total Minutes Not Available - Maintenance Period}}{\text{Monthly Minutes - Maintenance Period}}\right) \text{ X } 100\% \geq 99.75\%$$

Monthly Minutes: 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.

Maintenance Period: means a scheduled maintenance period within the applicable maintenance window identified below, when the Subscription Services are not available. The Maintenance Period is used for purposes of the Service Credit Calculation; UKG continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current maintenance window for UKG Pro Pay and/or UKG Pro People Center and related Subscription Services covered by the same Services Description for each of the data center locations is:

- System daily maintenance from 3:00 a.m. to 5:00 a.m. EST, up to but not to exceed a maximum of five (5) hours per month.
- Emergency maintenance, as required, when necessary.
- 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.
- Extended system maintenance, as required, once per year on either Saturday or Sunday from 12:01 a.m. to 12:00 p.m. EST.

Total Minutes Not Available: means the total number of minutes during the calendar month that the Subscription Services is inaccessible as the result of an Outage.

Outage: means the Customer is unable to access the UKG tenant environment at any of its production data centers' internet connection points for reasons other than (a) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or its third party suppliers providing the Subscription Services (b) the suspension of the Subscription Services in accordance with the terms of the Agreement.

Service Credit Calculation: An Outage will be deemed to commence when the Subscription Services is unavailable to Customer and ends when UKG has restored Availability to the Subscription Services. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

SLA Credits: If, due to an Outage, the Subscription Services 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 Subscription Services fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly Subscription Services fees. SLA Credits become available starting the month after Customer's Subscription Services are live.

Reporting and Claims Process
UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming an SLA Credit.

Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG' records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription 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 Subscription 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. Customer further acknowledges that the SLA Credit shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting the Service Level Agreement as set forth herein in full and final settlement of any Subscription Services level claims. For the avoidance of doubt, the SLA Credit specified herein shall be in recognition of the diminished value of the Subscriptions Services resulting from UKG's failure to meet the agreed upon level of performance, and not as a penalty.

EXHIBIT 2

CUSTOMER SUPPORT POLICY
FOR UKG PRO PAY AND UKG PRO PEOPLE CENTER

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as: • Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (*e.g.,* accrual balances not matching pay codes but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

Support Exclusions

Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages
UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation
UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation
Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at https://community.kronos.com/s/article/KB13193.

Remote Support
UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community
UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options
As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

EXHIBIT 3

UKG PRO PAYMENT SERVICES

Regulated financial services, including regulated aspects of the UKG Pro Payment Services provided under this Services Description, will be performed by Kronos SaaShr, Inc., a subsidiary of UKG Inc. For the purposes of this Services Description, UKG includes Kronos SaaShr, Inc.

In the event of a conflict between the terms and conditions of this Services Description and the terms and conditions of the Agreement, the terms and conditions of this Services Description shall prevail as it relates solely to the UKG Pro Subscription Services.

1. Definitions

"ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

"Business Day" means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Customer legal entity are closed or (c) an applicable statutory or civic holiday.

"Customer Payee" means an employee or individual receiving a check, direct deposit or other compensation from Customer using the Subscription Services.

"DDA" means Direct Deposit Advices.

"EFTPS" means U.S. Treasury Department's Electronic Federal Tax Payment System.

"**Employee Pay Liabilities**" means that portion of US Payroll Liabilities relating to the net payment of funds (wages or other compensation) to employees receiving a check or direct deposit from Customer using the Subscription Services. Employee Pay Liabilities do not include accounts payable or Voluntary Deductions.

"Garnishment Liabilities" means that portion of Payroll Liabilities relating to wage garnishments, including federal and state tax levies, bankruptcy orders, student loan, child support and spousal support withholding orders.

"NACHA" means National Automated Clearing House Association. NACHA administers the rules for processing ACH transactions through the ACH network.

"Payroll Liabilities" means as applicable the Employee Pay Liabilities, the Canadian and U.S. Payroll Tax Liabilities and U.S. Garnishment Liabilities related to a designated payroll check date that Customer owes but has not yet paid.

"Payroll Tax Liabilities" means that portion of Payroll Liabilities relating to payroll taxes, including, all applicable U.S. federal, state and local taxes, Social Security and Medicare and as applicable Canadian federal, provincial and territorial government source deductions which may include income tax withholding, Canadian Pension Plan and Employment Insurance.

"Voluntary Deductions" means that portion of Payroll Liabilities that an employee has voluntarily agreed to have withheld from their compensation and paid to another party (such as a creditor or other third party, including but not limited to 401(k) plans, insurance plans and dues).

2. Payment Services

2.1. Schedule and Exchange of Information

The parties agree with the following Payment Services Schedule:

	UKG Pro Payment Services
Data Remittance	By 12:00 pm (Customer's local time) no less than Two (2) Business Day prior to the applicable check/cheque date(s) For Canadian Payment Services, this applies to regular payrolls, supplemental payrolls, bonus payrolls, payrolls that fall on or around a Canadian holiday, and any adjustment payrolls.
Payment Services/ Cash Collection Report	One (1) Business Day prior to the applicable check/cheque date For Canadian reporting, within four (4) hours of Customer closing payroll for the applicable cheque date.
Funds Collection	Customer funds should be available in Customer's designated bank account(s) at open of business one (1) Business Day prior to the applicable check/cheque date. Funds must be received by UKG by 12:00PM Customer time.

In the event that processing is delayed by Customer, UKG may be required to utilize an alternative funding method. As a result of the delayed processing, additional fees may be imposed on Customer by UKG or its suppliers, including, without limitation, by the applicable financial institutions. Customer will be fully responsible for such additional fees.

2.2. Data Remittance

Customer will complete and close payroll using the time and delays outlines in the table above. Customer acknowledges that the data and all information from the completed payroll from the Subscription Services will be the basis for the Payment Services as provided for herein. Customer acknowledges and agrees to allow UKG access to Customer's masterfile(s) datastore in order to export data to provide the Payment Services herein.

UKG will not be liable for any invalidity or inaccuracy caused by Customer or Customer Data unless Customer so notifies UKG within one (1) business day of Customer's completion of payroll for the applicable check/cheque date or within ten (10) days of quarterly records being made available to Customer by UKG.

2.3. Cash Management

a. Reporting for Cash Collection – U.S.

Payment Service reports shall be available to Customer applicable to any given payroll closed within the defined parameters as set forth in the table above, in order to allow Customer to generate reports based upon such data at the open of normal business hours.

Reporting for Cash Collection - Canada

UKG will make the funding report available to Customer which is applicable to any given payroll closed within the defined parameters as set forth in the table above. The funding request will be basis for Customer to execute a wire transfer to UKG's designated Canadian financial institution.

In the event of late supplemental payrolls, bonus payrolls, or adjustment to payrolls, Customer must open a case in the customer support ticket logging portal to notify the Canadian Payment Services team of the additional tax data.

b. Funds collection

1. General

Customer funds will be collected to cover other Customer liabilities covered by this Services Description (to include but not limited to any additional tax payments, penalties and/or interest resulting from tax notices or amendments or quarter-end variances).

Customer agrees to maintain authorization to enable UKG to initiate direct wire, ACH, and reverse wire (for U.S. only) of Customer's designated bank account(s) and to maintain good and sufficient collected funds in the Customer's designated bank account(s) to cover all funding transactions to be made under this Services

Description.

Prior to Customer using the Payment Services in a production environment or when Customer is changing their designated bank account(s), Customer agrees to establish and successfully test authorization with its bank to allow for direct wire, ACH, and reverse wire (for U.S. only) in accordance with the terms of this Services Description.

2. U.S. Funds collection

UKG will debit Customer's designated bank account(s) for the Payroll Liabilities. Payroll Tax Liabilities not requiring "next day" payment and Garnishment Liabilities will be collected by ACH debit. Payroll Tax Liabilities requiring a "next day" payment will be collected by reverse wire.

3. Canadian Funds collection

Customer is required to provide good and collected Canadian funds to the UKG's designated Canadian financial institution via customer initiated direct wire transfer, for all Payroll Liabilities at least one (1) business day prior to the payroll cheque date by noon (12:00pm) Customer's local time. Funding via ACH or EDI is not permitted. Customer will utilize the funding request provided by UKG to determine the amount to fund.

No currency exchange between Canadian funds and United States funds will take place. UKG's designated Canadian financial institution will be in Canada, and UKG shall remit Customer's statutory deductions using Canadian currency.

c. Banking Transactions

Delivery of Payment Services is subject to the laws and regulations of the banking industry including but not limited to the operating rules of the NACHA. Customer grants UKG the authority to issue payments on behalf of Customer.

In addition to Customer's other obligations under this Services Description, Customer agrees to comply with the NACHA rules applicable to it with respect to Customer's use of the Payment Services and Customer agrees that UKG shall have the right to require, on a reasonable basis, Customer to demonstrate its compliance with NACHA rules. Customer agrees not to originate transactions that violate applicable laws and regulations. International transactions are not allowed under the Payment Services.

In the event that UKG is prohibited from performing the Payment Services (or a portion thereof) as set forth herein due to a banking institutions' restrictions or other applicable regulatory restrictions, then UKG shall have the option to terminate the Payment Services (or any portion thereof) upon written notice to Customer.

d. Investment of Funds

UKG shall pay Customer's Payroll Liabilities to the designated recipient of such Payroll Liabilities (to the extent that Customer has made available or wired the required funds in accordance with the terms of this Services Description). The Customer funds held by UKG will be segregated from other funds of UKG but may be commingled with funds of other customers. UKG will be entitled to receive all net income generated on any funds held pursuant hereto.

e. Record of Collections and Disbursements

Customer will examine all records of any disbursements made available to Customer for validity and accuracy according to Customer's records. Customer will promptly notify UKG of any inaccuracies or inconsistencies.

The specific record retention schedules established by governmental entities applicable to Customer are the responsibility of Customer and are not the responsibility of UKG or the services being provided under the Agreement. UKG has no responsibility or liability for maintaining or retaining said records for Customer.

2.4. Document Execution and Adjustments

Customer agrees that it will promptly respond to any and all reasonable requests, including without limitation execution of required documents, made by UKG for the purpose of UKG's performance of the Payment Services. UKG may amend or update the terms of this Services Description only as reasonably determined by UKG or as mandated by any governmental agency, taxing authority, banking partners or an authority overseeing banking or remittance transactions, provided such amendment or update does not adversely impact Customer's normal business operations. In such an event, Customer shall have the option to reject such amendment or update, in good faith, within thirty (30) days of receipt of notice of such amendment or update by providing written notice to UKG. In the event Customer rejects an amendment or update to the terms of this Services Description and such rejection materially inhibits or prohibits UKG's ability to perform the Payment Services (or any portion thereof),

UKG shall have the option to terminate the Payment Services (or any portion thereof) upon written notice to Customer.
Customer agrees to promptly and accurately perform its responsibilities as set forth in this Services Description and acknowledges that failure to do so may result in additional fees or costs to Customer, including in the event that UKG is required to expedite processes and/or perform additional work on behalf of Customer in order to meet regulatory requirements. Any such additional charges will be performed at the then current hourly rate which shall be billed as incurred.

In the event of termination of the applicable Order, Customer shall provide an executed, timely Payment Services termination form to UKG. In the event Customer does not provide an executed, timely Payment Services termination form to UKG, Customer shall be fully liable for actions taken by UKG resulting from Customer's failure to provide UKG such Payment Services termination form.

2.5. Data Retention

Customer agrees that UKG will retain Customer's wage and tax data applicable to Payment Services for a period not to exceed four (4) years from the date of termination of Subscription Services ("Retained Data"). Retained Data may be used for responding to tax notices, preparation of amended payroll tax returns or similar matters applicable to Customers term of Payment Services.

2.6. Payment Services

a. General

UKG is not obligated to commence providing the Payment Services and is not obligated to pay Customer's Payroll Liabilities for any payroll check date, until UKG has received all information and funding necessary to disburse all applicable Payroll Liabilities.

UKG is not responsible for any pre-existing errors or similar matters arising prior to commencement of the Payment Services by UKG or for any errors that may occur in the event the Customer fails to (i) provide UKG with all necessary, complete, and accurate information or (ii) fund the relevant amount of Payroll Liabilities for any payroll check date.

In addition to, and not in limitation of UKG's other rights hereunder, in the event that Customer fails to materially comply with its obligations under this Services Description, UKG may elect to terminate performance of the Payment Services (or any portion thereof) upon written notice to Customer. UKG shall provide Customer an opportunity to cure such failure that is capable of cure within thirty (30) days of Customer's receipt of written notice or such lesser period to the extent that such failure materially inhibits or prohibits UKG's ability to perform the Payment Services (or any portion thereof).

b. Tax Filing Services

Through the Tax Filing Services, UKG will:

- Prepare, deposit and file Customer's Payroll Tax Liabilities for those federal, provincial, state, and local jurisdictions (as applicable) listed by Customer on the company profile report (provided with the standard company set up package) and any updates provided to UKG by the Customer.
- Prepare a quarterly tax statement for each Federal Employer Identification Number (FEIN). This statement will include a summary of tax liabilities reported throughout the quarter, and account reconciliation and printed returns filed at quarter-end.
- Answer tax agency correspondence for tax deposits and returns filed by UKG.
- File amended returns including W-2Cs as required for returns processed under this Services Description by UKG.
- Provide W2 agency filings.
- Excluded for Canada only: **Year End Filing** - Customer is responsible for the following Year End filing:
- Upload of XML files (T4's, RL1's, and Summary) to CRA and Quebec (if applicable) from UKG Pro.
- File Provincial Annual Returns
- File Statement of Wages for Worker's Compensation (if applicable).

c. Tax Information Acknowledgment:

As required by the Internal Revenue Service, the following information must be disclosed to taxpayers that utilize a third party to perform tax filing services on its behalf:

Customer acknowledges that it is responsible for the timely filing of employment tax returns and the timely payment of employment taxes for its Customer Payees, notwithstanding that Customer has authorized UKG to file the returns and make the payments on its behalf. Customer is solely responsible for any penalties and interest assessed by federal, provincial, state, and local jurisdictions (as applicable), except to the extent that (i) UKG's negligence results in the assessment, (ii) Customer gives timely notice to UKG, and (iii)Customer

mitigates its damages including timely appeals or assigning appeal rights to UKG.

The Internal Revenue Service recommends enrollment in the EFTPS to monitor your account and ensure that timely tax payments are being made. Enrollment in the EFTPS may be done online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

d. Garnishment Disbursement Services – U.S. only

UKG is not responsible for providing additional administrative services, including, but not limited to, agency research, account reconciliation, garnishment data input and adjustments. Customer is solely responsible for the setup of the garnishment requirements in the UKG Pro Software in accordance with the UKG Pro Documentation and UKG is not responsible for same. UKG is not responsible for any errors that result from Customer's failure to comply with this paragraph.

Through the Garnishment Disbursement Services, UKG will remit Customer's Garnishment Liabilities for those federal, state, and local payment processing units and any individual third party(ies) to which an employee of Customer owes a debt and has agreed or is compelled by requisite governmental authority to resolve via garnishment of employee's wages. UKG will make available a report of garnishment activity to Customer summarizing funds collection and disbursement transactions completed for the designated payroll check date(s). Customer will not set up Voluntary Deductions for payment through UKG's Garnishment Disbursement Services.

e. UKG Pro Employee Pay – only available in the continental U.S. and if and as included on the Order

1. UKG Pro Employee Pay – UKG Responsibilities:

For Employee Pay Liabilities completed by Customer in the UKG Pro Software for the designated payroll check date(s), excluding manual checks issued from Customer's bank account, UKG will issue payroll payments to the designated employees by: (a) submitting payment information to the appropriate funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to the designated bank accounts of an employee ; and/or (b) create negotiable paychecks payable to the order of an employee drawn from an UKG bank account. Each paycheck will be printed on UKG check stock with an UKG officer's signature and UKG logo using the check date provided by Customer.

In the event UKG becomes aware that Customer or an employee is designated as an entity or person for which funds cannot be processed due to banking or regulatory restrictions (including, but not limited to, restrictions imposed by the U.S. Department of Treasury's Office of Foreign Assets Control), UKG will no longer provide UKG Pro Employee Pay to Customer. Prior to termination, UKG shall provide reasonable notice to Customer provided the applicable banking or regulatory restrictions permit such notice.

UKG will make available an employee pay report to Customer summarizing completed funds collection and disbursement transactions, including outstanding and stale dated payroll checks. UKG will notify Customer in the event UKG is unable to make payment to an employee. Funds held by UKG for stale dated payroll checks and employee payments that cannot be made will be returned to Customer.

Provided Customer has met the data remittance and funding deadlines outlined above, direct deposit payments remitted by UKG through UKG Pro Employee Pay will settle on the payroll check date. The funds availability policy of each employee's bank is different, and UKG cannot guarantee when these funds become available.

2. UKG Pro Employee Pay - Customer Responsibilities:

In connection with UKG Pro Employee Pay, Customer agrees to (and bears responsibility for):

- Review and audit all payroll data, reports and other materials prior to committing the payroll through the UKG Pro Software. Customer shall correct any discrepancies or errors in such materials prior to the next scheduled processing;
- Monitor changes to those laws specifically applicable to Customer's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and Customer shall be responsible for any changes to its payroll processing requirements as a result of such laws;
- Correct direct deposit exceptions and update direct deposit information before transmitting payroll data for Customer's next payroll (otherwise Customer could be in breach of applicable laws or regulations, including, but not limited to, NACHA and other banking or other applicable laws or regulations, and Customer may incur fines as a result);
  Be responsible for contacting employees to resolve payment of any voided paychecks and reimburse

UKG for any losses and fees incurred by UKG in circumstances where UKG honors Customer's request to initiate a stop payment order but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of an employee);

- Requiring employees to complete, sign and maintain any account funding authorizations or other documents or authorizations necessary for UKG to provide UKG Pro Employee Pay, including authorizations for the initiation of credit entries. Customer shall maintain a readily available copy of signed documents and authorizations. Without limitation, Customer shall ensure that each employee utilizing UKG's DDA service has authorized the initiation of credit entries and the crediting of the employee's account, as well as the debiting of the employee's account through a file reversal in the event of a returned item from Customer's account or any funding deficiency by Customer (to extent permitted by law). Customer must ensure that such authorizations are operative at the time of transmittal and crediting/debiting of the employee's accounts;
- Grant to UKG the authority to issue payments on behalf of Customer, and to take such other action as may be necessary from time to time in connection with the provision of UKG Pro Employee Pay, which, depending on the circumstances, may include but not limited to, the authorization of UKG to instruct Customer's designated bank to stop payment and/or to refuse payment as required to provide the UKG Pro Employee Pay;
- Prenote direct deposits for all of Customer's employees before UKG Pro Employee Pay is activated and, (if required by customer) for each new Customer employee who elects direct deposit or in the event a Customer employee makes a bank account change; UKG Pro Employee Pay does not include manual check printing. Customer may issue manual checks from their own bank account;
- Customer shall not distribute any checks to any employee prior to the check date. Any checks presented for payment prior to the check date may be returned unpaid by the bank, and UKG may impose upon Customer an early check cashing fee of $25.00 per unit;
- If Customer desires to stop payment on any check, Customer shall provide UKG with a stop payment request in such form required by UKG. UKG shall then place a stop payment order with UKG's bank within twenty-four (24) hours of UKG's receipt of such stop payment request. Customer shall not request UKG to stop payment on any check that represents funds to which the applicable employee is rightfully entitled. Customer agrees to indemnify, defend, and hold harmless UKG and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any check requested by Customer and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check; and Customer shall be responsible for payment of all applicable banking fees pursuant to UKG Pro Employee Pay. Fees imposed to employees or Customer by an employee's bank or a check cashing facility are not the responsibility.

EXHIBIT 4

UKG PRO PRINT SERVICES/ CHECK PRINTING SERVICES

1. UKG Pro Check Printing

1.1. UKG will print Customer's United States and/or Canada checks and/or Direct Deposit Advices ("DDAs") on a per Check Print Request (defined as a group standard check export files from the Subscription Services uploaded together into one request) basis and deliver or mail as requested by Customer. United States and Canadian checks or DDAs will be processed separately.

The printing and distribution of any DDA will be performed for an additional fee as set forth in Section 1.2c.

- **Standard Printing –** For each Check Print Request that is received by 3:00PM in Customer's time zone, UKG will use commercially reasonable efforts for such request to be printed and shipped within the next business day. Each check export file received after 3:00PM in the Customer's time zone will be printed and shipped within two (2) business days.
- **Expedited Printing –** Upon Customer's request, UKG shall make commercially reasonable efforts to expedite a Check Print Request that is received by 12:00PM in Customer's time zone to be printed and shipped the same business day for the fee set forth in Section 1.2c. Check export files received after 12:00PM in Customer's time zone cannot be expedited. Any expedited Check Print Request that is not shipped the same business day will not be charged the expedited fee.

1.2. Customer will provide the check export file to UKG via the standard delivery methodology as required by UKG. Customer acknowledges that the data and all information from the completed payroll from UKG will be the basis for the Check Print services as provided for herein.

a. **Year End Tax Forms**

UKG Pro Tax Forms Printing

UKG will be responsible for printing W-2, 1099, T4 or Relevé 1 forms for Customer as applicable. UKG will supply the form and Customer will be responsible for shipping costs. Customer will also be responsible for UKG's then-current handling fees.

b. **Print Shipping**

UKG Pro Print Shipping

UKG shall be responsible for delivering printed documents to the carriers set forth below, as selected by Customer.
First Class Mail (Direct mail to employees)
UPS - Next Day Air & 2nd Day Air, Ground (Tax Forms ONLY)
FedEx - Next Day Air & 2nd Day Air
Customer shall have the option to use their own Fed Ex or UPS account number.
UKG shall not be responsible for the actions or inactions of any shipping carrier.

For the purposes of this section, printing and delivery are applicable to business days only (excluding UKG holidays). Print Requests received by UKG on a non-Business Day or an UKG holiday shall be deemed to have been received on the following business day. Also, customer time zone shall be deemed the customer's main location within the 48 contiguous states, within the United States or within the provinces and territories in Canada from the Eastern to Pacific time zones.

Additional services outside the scope of this Service Description, including, but not limited to, pay group setup, component company setup, bank setup, signature, logo, custom setup, missing and/or incorrect information, and return package, will be provided upon Customer request and billed at the then current rate as incurred.

c. **Fees**

Services	Fees
Check/DDA	For U.S. - USD$.50 per Check/DDA For Canada - CAN$.50 per Check/DDA
Year End Form	For U.S.- USD$2.00 per Form page For Canada - CAD$2.00 per Form page

Check Print Handling/Split Package	For U.S.- No charge for first 5 splits, USD$4.00 per split thereafter – per Check Print Request For Canada - No charge for first 5 splits, CAN$4.00 per split thereafter – per Check Print Request
Year End Form Handling	Customer is responsible for handling fees at the then-current rate
Shipping/Delivery Methods	Customer is responsible for all shipping charges, whether billed by UKG as a pass-through expense or direct billed to Customer via its own carrier
Check Print Expedite Processing Fee	For U.S. - USD$250.00 per Check Print Request, upon request by Customer For Canada - CAD$250.00 per Check Print Request, upon request by Customer
Check Print Launch Fee	For U.S. - USD$2,000.00 For Canada – CAD$2,000.00

EXHIBIT 5

UKG PRO ACA SERVICES – U.S. ONLY

1. UKG Pro ACA Toolkit

ACA Toolkit - Included for all customers at no additional cost:

- Eligibility 'lookback' calculations based upon payrolls processed with the Subscription Services
- Enrollment based on eligibility
- Post exchange notices to employee document area
- Obtain and track employee consent to view 1095-C forms electronically
- Generate completed 1094-C and 1095-C forms
- Import template for 1095-C data (if not available in UKG Pro)
- Generate required 1095-Cs for those who are not active employees (i.e., COBRA, retirees)
- Download 1095-C via employee self service
- Generate electronic file in IRS approved format
- Self Service printing and distribution of 1095-C forms
- Self Service electronic filing to the IRS
- Comprehensive reporting and access to data about eligibility, penalty exposure, and offer of coverage

ACA Data Remittance

Customer will provide the required ACA data needed for 1094-C and 1095-C forms to UKG pursuant to the ACA standard guidelines. Customer acknowledges that (i) the ACA data and all ACA information contained in and generated from the Subscription Services will be the basis for the services as provided for herein, and (ii) Customer is required to approve the ACA data on an annual basis in accordance with the deadlines set forth in the ACA Toolkit and provided in writing to Customer via newswire to Customer's designated representative. Once Customer validates the data, Customer is responsible for submitting the filing to the IRS.

2. 1095-C Print and File Capabilities (Federal Only)

- UKG printing 1095-C forms and mailing them to Customers' employees will follow the same description of services as the Year End Tax Forms section above. Customer is responsible for the cost of shipping and handling.

- Electronic filing of 1094-C and 1095-C forms to the IRS on Customer's behalf

3. 1095-C File Capabilities (State Only)

- Electronic filing of 1094-C and 1095-C forms, only to the following regions, on Customer's behalf: California, New Jersey, Rhode Island, and District of Columbia.

- Customer shall be responsible for any other 1095-C form submissions or other ACA and/or state individual mandate reporting other than referenced above.

Assumptions:

- Data included in the healthcare measurement periods for the eligibility "lookback" calculations will begin with the first payroll processed using the Subscription Services. Data converted from legacy systems is not available for eligibility "lookback" purposes.

- Prior to performing the ACA Distribution Services, Customer must provide UKG all required ACA data related to 1094-C and 1095-C forms and such data must be entered into and validated within the UKG Pro.

- UKG will not be liable for any invalidity or inaccuracy caused by Customer unless Customer so notified UKG within three (3) business day of UKG making available to Customer any and all ACA regulatory forms and filings. Customer will examine them for their validity and accuracy according to Customer's records. Customer will immediately notify UKG of any inaccuracies.

- Customer is responsible for all shipping charges, whether billed by UKG as a pass through expense or direct billed to Customer via its own carrier. Customer shall have the option to use their own Federal Express or United Parcel Services account number.

Exhibit "C-1" UKG Services Descriptions

UKG Pro Workforce Management Services Description

Exhibit 1 Service Level Agreement

Exhibit 2 Customer Support Policy

UKG Pro Workforce Management
Services Description

1. Scope

1.1 This Services Description applies to UKG’s provision of the commercially available version of the UKG Pro Workforce Management software as a service application(s) in UKG’s hosting environment, and related services, as listed in Section 1.2. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer’s use of Subscription Services and other services (collectively, the “**Agreement**”).

1.2 This Service Description applies to the following Subscription Services and other Services when set forth on the Order: UKG TeleStaff Cloud, UKG Pro Absence, UKG Pro Accruals, UKG Pro Activities, UKG Pro Advanced Scheduling, UKG Pro Workforce Management Analytics, UKG Pro Auctions, UKG Pro Workforce Management Data Hub (Enterprise or Premium), UKG Pro WFM Employee Voice, UKG Pro Forecasting, UKG Pro Gaming, UKG Pro Workforce Management Healthcare Productivity, UKG Pro Leave, UKG Pro WFM Non-Prod Additional Tenant, UKG Pro Rotation Schedule, UKG Pro Scheduling, UKG Pro Strategic Workforce Planning, UKG Pro Task Management by Thinktime, UKG Pro Timekeeping (Hourly or Salaried), UKG Pro Workforce Management (Hourly or Salaried), UKG Pro People Analytics with Pro Workforce Management Data (Premium or Enterprise), and UKG Pro WFM Talk. It also includes UKG HRSD Document Manager and UKG HRSD People Assist if ordered with UKG Pro Workforce Management, but without UKG Pro Pay and /or UKG Pro People Center.

UKG Pro Workforce Management was formally referred to as UKG Dimensions.

1.3 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Right to Access and Use, Fees

2.1 Customer acknowledges and agrees that the right to access and use the Subscription Services is limited based upon the number of employees identified on the Order. Applicable Monthly Service Fees will be invoiced on the Billing Frequency identified on the Order, commencing on the Billing Start Date. Customer may increase the number of employees using the Subscription Services by executing an additional Order. Seasonal Licenses, if purchased by Customer will also be identified on the Order. **“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; (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.

2.2 UKG will invoice Customer up to sixty (60) days in advance of the Billing Start Date. Upon Customer's receipt of such invoice, Customer shall pay the invoice within the payment term set forth in such Order.

3. Customer Data

Customer Data shall be made available to Customer to retrieve at no additional charge during the Order Term and, unless otherwise mutually agreed to by the parties, for no more than thirty (30) days after expiration or termination of the Agreement for any reason.

4. UKG Pro WFM Employee Voice

If UKG Pro WFM Employee Voice is included in an Order, Customer grants to UKG the right to sub-license de-identified Customer Data, which includes the employee survey responses to third parties (currently Mercer (US) Inc.) for the purpose of improving question sets and bench marking data. UKG Pro WFM Employee Voice is exclusively available in the United States and Canada, and is offered only in English.

5. Service Level Agreement

The Service Level Agreement for the availability of UKG Pro Workforce Management Subscription Services is set forth in Exhibit 1.

6. Customer Support Policy

Support is included with UKG Pro Workforce Management Subscription Services, however configuration of new features may be subject to additional costs. The Customer Support Policy for UKG Pro Workforce Management Subscription Services is set forth in Exhibit 2.

7. UKG Pro Workforce Management Additional Tenant and Disaster Recovery

7.1 UKG Pro Workforce Management includes one standard production tenant and one partial copy non-production tenant limited to 36 months of data. An additional partial copy tenant may be ordered on an annual basis for an additional fee.

7.2 For the production environment, the recovery time objective is 24 hours and the recovery point objective is 4 hours. Despite the above, for UKG Pro Strategic Workforce Planning, the recovery time objective and the recovery point objective is 48 hours.

8. AtomSphere Service and Boomi Software

"Boomi AtomSphere Service" means the third-party service for the creation of integrations by Customer, which Customer has the right to access through Subscription Services (excluding UKG TeleStaff Cloud).

"Boomi Software" means the third-party proprietary software associated with the Boomi AtomSphere Service.

As part of the Subscription Services but excluding UKG TeleStaff Cloud, Customer has the right to access and use the Boomi AtomSphere Service provided by Boomi, LP. ("Boomi") 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 Subscription Services. If the right to use the Subscription Services terminates, Customer's right 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) Boomi, 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 Services Description does not grant Customer any rights to Boomi's trademarks or service marks; and (v) with respect to the AtomSphere Service and Boomi Software, Boomi reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Services Description.

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 Boomi and its representatives worldwide as may be needed to support Boomi'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 Boomi's third-party service providers as part of Boomi'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 Boomi'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 Boomi's reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section.

The Hosted Environment is a non-production environment.

9. The UKG Pro Workforce Management Data Hub Enterprise

The UKG Pro Workforce Management Data Hub requires the use of certain Google Cloud Platform services including BigQuery and Storage. Google Cloud Platform services must be obtained by Customer directly from Google for UKG Pro Workforce Management Data Hub Enterprise.

Exhibit 1

SERVICE LEVEL AGREEMENT

Availability: The production environment of the Subscription Services will maintain 99.75% Availability. Availability is calculated on a monthly basis as follows:

$$\left(\frac{\text{Monthly Minutes - Total Minutes Not Available - Maintenance Period}}{\text{Monthly Minutes - Maintenance Period}}\right) \text{ X } 100\% \geq 99.75\%$$

Monthly Minutes: 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.

Maintenance Period: means a scheduled maintenance period within the applicable maintenance window identified below, when the Subscription Services are not available. The Maintenance Period is used for purpose of the Service Credit Calculation; UKG continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current maintenance window for UKG Pro Workforce Management and related Subscription Services covered by the same Services Description (except for UKG Pro Strategic Workforce Planning, which has maintenance windows on Saturday and Sunday at the same times indicated below) for each of the data center locations is:

- US/Canada Eastern Time every Thursday from 12:00 AM to 4:00 AM
- Australian Eastern Time every Thursday from 12:00 AM to 4:00 AM
- Central European Time every Thursday from 2:00 AM to 6:00 AM

The current maintenance window for HR Service Delivery and related Subscription Services covered by the same Services Description for each of the data center locations is:

- The Planned Maintenance Time may not exceed 120 minutes per calendar month. “Planned Maintenance Time” means the total number of minutes of planned maintenance and other UKG scheduled system activities in the given calendar month, including but not limited to the necessary time for: (i) regular upgrades to the UKG HR Service Delivery Subscription Services, (ii) technical maintenance of its platforms, and (iii) installing security patches.
- If these activities will impact the Availability of the HR Service Delivery Subscription Services, UKG will use reasonable efforts to provide Customer with advance notification (via e-mail for all customers having subscribed to the status page).

Total Minutes Not Available: means the total number of minutes during the calendar month that the Subscription Services is inaccessible as the result of an Outage.

Outage: means the Customer is unable to access the UKG tenant environment at any of its production data centers’ internet connection points for reasons other than (a) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or its third party suppliers providing the Subscription Services; (b) the suspension of the Subscription Services in accordance with the terms of the Agreement.

Service Credit Calculation: An Outage will be deemed to commence when the Subscription Services is unavailable to Customer and ends when UKG has restored Availability to the Subscription Services. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits as defined below.

SLA Credits: If, due to an Outage, the Subscription Services 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 Subscription Services fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer’s monthly Subscription Services fees (“**SLA Credits**”). SLA Credits become available starting the month after Customer’s Subscription Services are live.

Reporting and Claims Process

UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming SLA Credits. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG' records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription Services and that changes in such utilization may impact UKG's ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Subscription 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. Customer further acknowledges that SLA Credits shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting the Service Level Agreement as set forth herein in full and final settlement of any Subscription Services level claims. For the avoidance of doubt, the SLA Credits specified herein shall be in recognition of the diminished value of the Subscriptions Services resulting from UKG's failure to meet the agreed upon level of performance, and not as a penalty.

Exhibit 2

CUSTOMER SUPPORT POLICY

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response Time
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as: • Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (*e.g.,* accrual balances not matching pay codes but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

Support Exclusions

Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages
UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation
UKG's case resolution process is a team-based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation
Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at https://www.ukg.com/support.

Remote Support
UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community
UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options
As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

Exhibit "C-1" UKG Services Descriptions

UKG Ready Benefits COBRA Administration Services Description

Schedule 1 Duties of the Parties

UKG Ready Benefits
COBRA Administration Services Description

1. Services Description

This Services description (“**Services Description**”) applies to UKG’s provision of UKG health care benefit administrative services in accordance with the Continuation Laws (the “**Subscription Services**”) when set forth on the Order. Subscription Services shall be delivered by means of Customer’s permitted access to the infrastructure hosting Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer’s use of the UKG Ready subscription services (collectively, the “**Agreement**”).

2. Subscription Services

Customer sponsors one or more group health plans (each a “**Plan**” and collectively the “**Plans**”) which are subject to the health care continuation coverage requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“**COBRA**”) or similar state continuation coverage laws which require the Plans to provide health care continuation coverage (“**State Continuation Laws**”) (collectively, COBRA and State Continuation Laws shall be referred to herein as “**Continuation Laws**”). In the event of a conflict between the terms and conditions of this Services Description and the terms and conditions of the Agreement, the terms and conditions of this Services Description shall prevail as it relates solely to the COBRA Administration Services. All other terms and conditions of the Agreement shall continue to remain in full force and effect for all other purposes.

3. Engagement

Customer hereby engages UKG, on the terms and conditions set forth herein, to provide Subscription Services affecting the Plan’s continuation of coverage under the applicable Continuation Laws.

4. Fees, Billing and Payment

Customer agrees to pay a continuation administrative fee (“Continuation Fee”) to UKG for the Subscription Services of two percent (2%) of the premium charged for continuation coverage. Continuation Fees are collected by UKG from Qualified Beneficiaries when UKG collects the continuation coverage premiums.
Customer acknowledges and agrees that when amounts are held in a Premium Account, as defined in the attached Schedule 1, such amounts may be credited with interest (at the rate determined by the financial institution holding the account assets, and subject to any applicable state or local restrictions on interest bearing accounts, (which generally shall be a money market interest rate) and that by agreeing to this Services Description, Customer (acting in its capacity as a fiduciary to the Plan) is directing that such interest be paid to UKG as additional compensation for the COBRA Administrative Services .

5. Scope of Services & Duties of the Parties

The parties acknowledge and agree that both parties have necessary and material duties in performance of the services set forth in this Services Description and Schedule **1**, which terms and conditions shall be incorporated as if fully set forth herein.

a. **Beneficiary Notifications.** UKG will provide Qualified Beneficiaries with notification of continuation coverage rights and obligations as detailed in Schedule 1.
b. **Collection of Premiums.** UKG will be responsible for the collection of premiums from Qualified Beneficiaries electing continuation coverage and for the distribution of the Qualified Beneficiary’s premiums to the insurer or Plan, as applicable, less a 2% administrative fee.
c. **Maintenance of Records.** UKG will maintain sufficiently detailed physical and/or computer records regarding Qualified Beneficiary notification, beneficiary election (or waiver) of benefits, and notification of conversion. UKG will maintain and keep all records including worksheets, receipts, and vouchers for seven (7) years after the documents to which they relate are filed unless otherwise exempted. UKG will transfer all retained records to Customer or its plan administrator if requested by the Customer in writing.
d. **Beneficiary Requests for Information.** UKG will furnish any Qualified Beneficiary with retained plan information upon the beneficiary’s written request.

6. Services Provided Strictly Through UKG Ready

Customer acknowledges and agrees that access to the Subscription Services provided under this Services Description will be facilitated through the UKG Ready subscription services (“UKG Ready”). All notices and information provided to UKG (including notices and information provided to UKG by Customer’s employees, employees’ spouses and dependents, Qualified Beneficiaries, and any other authorized person) must be submitted through UKG Ready in accordance with the requirements established by UKG. Customer further acknowledges and agrees that UKG is not liable for providing the Subscription Services (or a failure to

provide such services) if notices or information are not provided to UKG through UKG Ready, unless it is otherwise agreed in writing.

7. Not a Fiduciary or Plan Administrator; No Trust Created

The parties acknowledge and agree that UKG shall only perform functions that are administrative in nature, and that UKG is not acting as a Plan Fiduciary as defined by the Employee Retirement Income Security Act of 1974 ("ERISA"). Nothing in this Services Description shall be construed as an appointment of UKG as the Administrator of the Plan, as that term is defined in the Plan and by ERISA. Furthermore, nothing in this Services Description shall relieve Customer of any of the responsibilities that Customer assumes by adopting, executing, or administering the Plan, or otherwise by operation of law.

The parties further acknowledge and agree that UKG acts as a collection agent for the purpose of facilitating Customer's collection of continuation coverage premiums and Customer's remittance to the insurer or Plan, as applicable. Customer agrees that any premium funds paid by Qualified Beneficiaries or third parties to UKG are, and shall remain the general assets of the Customer, are not "plan assets" within the meaning of ERISA, and shall remain subject to the claims of Customer's creditors until such time as those amounts are remitted to the appropriate insurer or Plan. Customer further understands and acknowledges that UKG is not a financial institution and is not responsible for Customer satisfying any applicable trust requirements solely as a result of UKG's role as a collection agent.

8. Miscellaneous

These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

Customer acknowledges and agrees that any regulated financial services, including regulated aspects of any applicable payment services provided hereunder will be performed by Kronos SaaShr, Inc. Customer further acknowledges and agrees that any regulated third-party administrator services provided hereunder will be performed by EverythingBenefits, Inc. Both Kronos SaaShr, Inc. and EverythingBenefits, Inc., are subsidiary companies of UKG Inc.

With respect to either party's rights and/or obligations including but not limited to confidentiality, interpretation, enforceability (including UKG's' ownership of the COBRA Administration Services, marks and other of its Intellectual Property, disclaimer of warranties, limited liability, notice provisions, and indemnification), limitation of liability, indemnification, governing law, jurisdiction, assignment, and/or any action, claim or dispute related to or brought under this Services Description, all matters shall be governed by the Agreement.

Schedule 1

Duties of the Parties

The following duties of the parties shall constitute necessary and material obligations of the parties:

A. UKG's Duties:

1. Notices:

a. **General Notice.** UKG will provide an initial notice of continuation coverage rights under COBRA ("General Notice") to all of Customer's covered employees and their dependents covered under Customer's Plan within ten (10) days of receiving Customer's list of names, emails, and addresses of each such employee and covered dependent.

b. **Election Notice.** UKG will provide Qualified Beneficiaries with notification of their continuation rights within fourteen (14) days of receiving Customer's notice of a Qualifying Event which has received Customer's final determination as detailed herein. Upon receipt of Customer's notice, UKG will make an initial determination as to whether a Plan participant has experienced a qualifying event triggering the right to continuation coverage under one or more Continuation Laws (a "Qualifying Event") and whether such participant is eligible to receive continuation coverage under the Plan (a "Qualified Beneficiary") and will notify Customer of this initial determination for Customer's final determination of eligibility.

c. **Conversion Rights Notice.** If the Plan provides conversion rights, UKG will notify Qualified Beneficiaries within 90 days preceding the termination of the continuation coverage period of the right to convert to an individual health insurance policy upon the expiration of the continuation coverage period.

d. **Other Notices.** UKG will provide such other statutorily required notices as Customer may request including notice of unavailability, notice of termination, and notice of plan changes within the time provided by law so long as Customer provides at least seven (7) days advance written notice to UKG.

2. Processing & Reporting:

a. **Elections Forms.** UKG will process election forms received through UKG Ready from Qualified Beneficiaries and make initial determination of eligibility for confirmation by Customer.

b. **Other Forms.** UKG will process early termination or extension applicability requests and make initial determinations for confirmation by Customer.

c. **Reports.** UKG will provide reports regarding eligibility for and election of continuation coverage to the insurer for the Plan (with a copy to Customer) as necessary for the proper administration of continuation coverage consistent with the applicable Continuation Laws.

3. Premium Collection & Remittance:

a. **Premium Collection.** UKG will invoice and collect insurance premiums from Qualified Beneficiaries in the amount of 100% of premium owed plus the 2% administrative fee.

b. **Premium Remittance.** UKG will remit 100% of insurance premiums collected and owed to insurer or Plan, as directed by Customer, while retaining the 2% administrative fee paid by each Qualified Beneficiary.

Upon receipt of premium payments from Qualified Beneficiaries for continuation coverage, UKG will collect such amounts and hold them in a collective account (the "Premium Account") until the date established by the applicable insurer (or, as applicable, Customer or the Plan) when such amounts are required to be remitted, but no more frequently than monthly.

UKG will maintain and render an accounting of the premiums received from Qualified Beneficiaries for continuation coverage. As directed by Customer in writing, UKG will establish a separate Premium Account in the name of Customer for an additional fee.

If the premium paid for a Qualified Beneficiary's continuation coverage is less than the full current amount due, UKG will administer the partial payment consistent with the Continuation Laws and Treas. Reg. § 54.4980B-8, Q/A-5(d).

B. Customer's Duties:

1. Maintain API Integration: Unless otherwise agreed to in writing by UKG in connection with use of an alternative form, Customer will continue to license or otherwise operate a payroll / human resource software ("System of Record") that has an open application programming interface ("API") providing the ability to exchange necessary data with UKG Ready in order for UKG to provide the Subscription Services as set forth in the Services Description. In furtherance thereof, Customer will work in good faith with UKG to assist in resolving any technical or other business issues related to the System of Record or API necessary to facilitate integration between UKG Ready and the System of Record, whenever necessary.

2. **Submit Timely, Complete and Accurate Information:** Customer will furnish UKG with timely, complete and accurate information through UKG Ready (or an alternate form, if applicable) necessary for UKG to provide the Subscription Services as set forth in the Services Description, including, but not limited to providing: (a) the names of all Qualified Beneficiaries eligible to elect continuation coverage, as well as the Qualifying Event date and the type of event (e.g., termination of employment, divorce, loss of dependent status, etc.), employee census information (including the coverage that the employee had at the time of the Qualifying Event), and dependent information for all dependents covered under the Plan at the time of the Qualifying Event; (b) mailing addresses; and (c) premium amounts payable for such continuation coverage and any other information necessary to enable UKG to perform the Services under this Services Description.

3. **Review all Reports and Insurer Submissions for Accuracy:** Customer will review all eligibility and election reports provided by UKG to the Customer or the insurer, and timely notify UKG of any errors or discrepancies in such reports within 10 business days. UKG will not be liable for any errors or discrepancies reported by Customer more than 10 business days after UKG has issued the subject report to Customer.

4. **Correct and Remediate Errors:** Customer agrees that Customer will resolve any discrepancies or inconsistencies in data or information maintained by any insurer (e.g., improper premium charge, error in eligibility for coverage, etc.) and Customer will provide updated information to UKG within five (5) business days of such resolution.

   Customer further agrees to notify UKG as soon as possible, and at least forty-five (45) business days in advance, of any changes in Plans, Plan designs, Plan rates or premium charges or selected insurance carriers, regardless of whether such changes are deemed mid-year changes or end-of-year changes.

   Customer acknowledges that information not provided to UKG at least ten (10) business days in advance of an insurer's established deadline will be deemed untimely under this Services Description and may result in liability to Customer.

   UKG is entitled to rely on the accuracy, completeness, and timeliness of the information provided by Customer and Customer acknowledges and agrees that it retains all liability for the provision of continuation coverage to a Plan participant (including enrollment and related administration) if Customer provides UKG with incorrect, incomplete, or untimely information, including but not limited to, information regarding such participant's status as a Qualified Beneficiary eligible for continuation coverage under the Continuation Laws.

5. **Designate Authorized Person:** Customer will Provide UKG through UKG Ready or as otherwise requested by UKG (e.g., the alternative form, if applicable) with the name of the individual(s) authorized to act on Customer's behalf (an "Authorized Person") in fulfilling Customer's duties as detailed in this Services Description.

6. **Establish Plan Cost and Payment Grace Period; Collect Outstanding Payments:** Customer will advise UKG of the cost of the Plan for continuation coverage and the premium amount to be charged to Qualified Beneficiaries, as well as the length of the grace period within which Qualified Beneficiaries must make payment in order to avoid the loss of continuation coverage as established under the Plan. Customer shall also be solely responsible for the collection of past due premiums owed by Qualified Beneficiaries to whom continuation coverage was provided.

7. **Obtain Consents for Electronic Communication:** Customer will ensure that its employees and plan participants are advised that the General Notice will be communicated through email by default and that they consent to such electronic communication. In the event that Customer does not obtain such consent, Customer agrees to print the content (i.e.: text) of the General Notice from UKG Ready and provide such notice to the employee in a manner that ensures actual receipt (which may require providing a separate notice to the employee's spouses/dependents). In the event that neither option above is available, Customer agrees to advise UKG that General Notices may have to be delivered by mail and acknowledge that additional fees may apply.

Exhibit "C-1" UKG Services Descriptions

UKG Ready Services Description

Exhibit 1 UKG Support Policy

UKG Ready

Services Description

1. Scope

1.1 This Services Description applies to UKG’s provision of the commercially available version of UKG Ready software as a service in UKG’s hosting environment and related services as listed in Section 1.2. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer’s use of Subscription Services and other Services (collectively, the “**Agreement**”).

1.2 This Services Description applies to the following Subscription Services and other Services when included on the order: UKG Ready Time, UKG Ready HR, UKG Learning, UKG Ready Scheduler, UKG Ready Recruiting, UKG Ready Leave, UKG Ready Attestation, UKG Ready Performance, UKG Ready Access Control, UKG Ready People Insights, UKG Ready Integration Hub, UKG Ready Learning, UKG Ready Expense Tracking.

1.3 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Right to Access and Use

2.1 UKG will provide Customer with access to and use of the Subscription Services during the Order Term (which includes the Initial Term and the successive Renewal Terms). Customer’s right to access and use the Subscription Services is limited to the specific Subscription Services specified on the Order and as described in this Services Description and the Order.

2.2 UKG will monitor Customer’s usage of the Subscription Services in order to calculate the usage portion of the monthly service fees. The Subscription Services will be priced on the basis identified on the Order: (a) per month; (b) per active employee (“Active Employee”) per month usage; (c) per compensated employee (“Compensated Employee”) per month usage; (d) per transaction (e.g. pay statement); or, (e) per access point, as applicable. For such purposes, an employee will be deemed an Active Employee or Compensated Employee, as applicable during a billing period, if: (i) time has been entered for the employee; (ii) records are included for the employee for the purpose of processing payroll; (iii) records are included for such employee within an import/export process; (iv) the employee has access to the Subscription Services; (v) benefit time has been accrued for the employee; or (vi) the employee has been marked by Customer in the Subscription Services as having an “Active” status during the period. An employee is not an Active Employee or Compensated Employee when identified with “Is Terminated” status in the Subscription Services.

3. Fees, Payment and Invoicing

3.1 Customer will pay UKG the Subscription Services fees for the Monthly Minimum Quantity set forth in the Order and, where applicable, for any additional use of the Subscription Services in excess of the Monthly Minimum Quantity (“Usage Overage”).

3.2 UKG will invoice the Customer for the Subscription Services fees as follows: i) the Monthly Minimum Quantity, commencing on the Billing Start Date, and thereafter in accordance with the Billing Frequency stated on the Order; and (ii) the Usage Overage, commencing on the earlier of the Billing Start Date or the date that Customer begins use of the Subscription Services in the UKG production environment, and monthly in arrears thereafter, unless agreed otherwise in the Order.

3.3 Notwithstanding section 3.2 above and as it relates to the Monthly Minimum Quantity, the parties agree that: (i) if the Billing Start Date is on or before the 15th day of a calendar month, UKG will invoice Customer the Subscription Services fee for the Monthly Minimum Quantity for that month and each remaining month of the Order Term; and if the Billing Start Date falls after the 15th day of the calendar month, UKG will invoice Customer for the Subscription Services fees of the Monthly Minimum Quantity on the first day of the following calendar month and each remaining month of the Initial Term.

3.4 The monthly Subscription Services fees (based on the number of employees multiplied by the applicable Subscription Services fee) may increase or decrease if the number of employees (e.g. Active Employees; Compensated Employees) increases or decreases, but in no event will the monthly Subscription Services fee be calculated on less than the Monthly Minimum Quantity of employees as set forth in the Order.

4. Customer Data

4.1 Customer may retrieve Customer Data at no additional charge during the then current Order Term and for no more than thirty (30) days after the expiration or termination of the Agreement, unless otherwise mutually agreed by the Parties.

5. UKG Support Policy

5.1 The UKG Support Policy is set forth in Exhibit 1 of this Services Description.

EXHIBIT 1

UKG Support Policy

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response Time
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as: • Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (*e.g.,* accrual balances not matching pay codes but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, Dutch, German and Spanish in some regions during local business hours.

Support Exclusions
Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages
UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation
UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation
Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at https://community.kronos.com/s/article/KB13193.

Remote Support
UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community
UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options
As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

Exhibit "C-1" UKG Services Descriptions

UKG Ready Payroll Services Description

Pricing Exhibit

Exhibit “C-1” UKG Services Descriptions
UKG Ready Payroll Services Description

UKG Ready Payroll Services
Services Description
(United States and Canada Only)

1. Scope

1.1 This Services Description applies to UKG’s provision of the commercially available version of UKG Ready Payroll Services as listed in Section 1.2. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer’s use of the Subscription Services and other services (collectively, the “**Agreement**”).

1.2 This Services Description applies to the following Subscription Services and other Services when included on the Order (collectively referred to as “**UKG Ready Payroll Services**”): UKG Ready Payroll Services, UKG Smart Check (United States Only), Check Printing and other related services as described herein and as selected by the Customer during the implementation process.

1.3 Customer acknowledges and agrees that the UKG Ready Payroll Services may only be used in conjunction with UKG Ready. Furthermore, Customer hereby grants UKG consent to administrative access rights to the Ready Platform for the purpose of fulfilling UKG’s obligations under this Services Description.

1.4 Regulated financial services, including regulated aspects of the UKG Ready Payroll Services provided under this Services Description, will be performed by Kronos SaaShr, Inc. (in the United States) and The Ultimate Software Group of Canada, Inc. (in Canada), both subsidiaries of UKG Inc. For the purposes of this Services Description, references to “UKG” include Kronos SaaShr, Inc. and The Ultimate Software Group of Canada, Inc. as applicable. This Services Description is available in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna except where otherwise noted) and Canada, and shall only be provided with respect to Customer’s payroll obligations for United States-based employees and Canada-based employees of Customer and Covered Entities.

1.5 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Definitions

“ACH” means the network used for electronic payments and money transfers, Automated Clearing House.

“Business Day” means any day of the year other than: (a) Saturday, Sunday; (b) a day on which the banking institution of any applicable Customer legal entity is closed; or (c) an applicable statutory or civic holiday.

“BN” means Canadian business number.

“Covered Entities” means the Customer and the Customer’s Affiliates using UKG Ready Payroll Services.

“CPA” means the Canadian Payment Association operating under the brand name “Payments Canada”, which administers the rules for processing electronic payments in Canada.

“Customer Payee” means an employee or individual receiving a check, direct deposit or other compensation from Customer using the UKG Ready Payroll Services.

“Drawee” means the member or other institution to which a debit payment item is addressed, and which is directed to pay the specified amount of money

“EFTPS” means U.S. Treasury Department’s Electronic Federal Tax Payment System.

“FEIN” means U.S. Federal Employer Identification Number.

“Garnishment Liabilities” means that portion of Payroll Liabilities relating to wage garnishments, including federal and state tax levies, bankruptcy orders, student loan, child support and spousal support withholding orders.

“NACHA” means the National Automated Clearing House Association. NACHA administers the rules for processing ACH transactions through the ACH network.

“**PAD**” means an electronic payment method that is drawn on an account held by a Covered Entity pursuant to the terms of a pre-authorized debit agreement between both parties to be executed during Customer on-boarding.

"Payroll Liabilities" means, as applicable, the U.S. Payroll Tax Liabilities, Garnishment Liabilities and third party payments and net wages related to a designated payroll check date that Customer owes but has not yet paid and has elected for UKG to collect and pay on their behalf.

"Payroll Tax Liabilities" means that portion of Payroll Liabilities relating to payroll taxes, including all applicable: (i) U.S. federal, state and local taxes, Social Security and Medicare; and (ii) Canadian federal, provincial and territorial government source deductions, both of which may include income tax withholding and Employment Insurance Premiums.

"Pricing Exhibit" means the pricing exhibit included at the end of this Service Description, which sets out UKG's standard fees for certain miscellaneous services, as applicable, such as W2/1099, T4, RL-1, printing services, fees for tax accounts with an "applied for" status, ACH and PAD returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations), stop payment fees (for Customers purchasing UKG SmartCheck) and preparing/filing of amended returns.

3. Payroll Services

3.1 Customer agrees that the UKG Ready Payroll Services shall be provided in accordance with the Order, the UKG Ready Services Description and this Services Description. Standard fees for certain miscellaneous services can be found in the Pricing Exhibit.

3.1.1 For U.S. Payment Services, Customer will submit payroll and tax monies via one of two funding methods: (i) ACH funding, or (ii) draw down wire ("**Draw Down Wire**") funding. Customer is only eligible for ACH funding if approved by UKG, and UKG may withdraw such approval if it determines Customer no longer meets eligibility requirements. Customer will be required to utilize the Draw Down Wire funding method if Customer is not approved for ACH funding.

3.1.2 For Canadian Payment Services, Customer will submit payroll and tax monies via one of two funding methods: (1) Customer initiated wire ("**Customer Initiated Wire**"), or (2) PAD. Customer is only eligible for PAD funding if approved by UKG, and UKG may withdraw such approval if it deems that Customer is no longer meeting the eligibility requirements. Customer will be required to utilize the Customer Initiated Wire funding method if not approved for PAD funding.

3.2 Customer agrees to provide, as applicable, the FEIN, BN and other information about its Covered Entities to UKG so that UKG can provide UKG Ready Payroll Services. Customer shall, on its behalf and on behalf of its Covered Entities, maintain and provide to UKG accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable UKG to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, UKG files a tax return containing "Applied For" status, then Customer agrees and acknowledges that it releases UKG from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

3.3 UKG Ready Payroll Services will not commence until Customer (or the applicable Covered Entity) provides to UKG all of the forms and documents requested by UKG. Any agreed timelines shall be automatically adjusted accordingly and UKG shall have no liability resulting from any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of UKG Ready Payroll Services, Customer shall, and shall cause all Covered Entities to, timely provide to UKG other forms and documents requested by UKG that are required by UKG to deliver UKG Ready Payroll Services during the Term.

3.4 UKG is not responsible for (i) the payment of any Customer taxes or filing of any Customer tax returns prior to the first check date of the payroll, and (ii) any liability related to taxes, which UKG did not collect from Customer, including, without limitation, failure to collect due to non-sufficient funds or other funding issues (collectively "**NSF**").

4. Payroll Services, Schedule and Exchange of Information

Customer authorizes and appoints UKG as attorney-in-fact or reporting agent in order for UKG to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities in all applicable tax jurisdictions. Customer authorizes UKG via the applicable funding method to: (a) debit Customer's or, as applicable, Covered Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with UKG Ready Payroll Services (the "**Customer Account**") for all payroll tax obligations and credit the same amount to an account designated by UKG, which may be held in trust by a third party trustee (the "**Payroll Services Accounts**"), which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("**EFT**"), Electronic Data Interchange ("**EDI**"), ACH, wire payment cheque or check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis. UKG may remove itself as attorney-in-fact or reporting agent, in its sole discretion, with at least ten (10) Business Days' advance written notice to Customer. Authorization of UKG as attorney-in-fact or reporting agent does not relieve Customer of

its responsibility for ensuring the timely filing and completion of all tax returns, FTDs, and FTPs, as applicable, and Customer is solely responsible for any liabilities resulting therefrom.

The parties agree with the following UKG Ready Payroll Services Schedule:

US Data Remittance and Funding Schedule	
Data Remittance	Customers are expected to close and submit payroll two (2) Business Days prior to the applicable check/cheque date(s) by: 3:00 PM ET for ACH 1:30 PM ET for Draw Down Wire
Payroll Finalized	UKG will finalize the payroll on the day it is submitted, provided it is submitted according to the Data Remittance schedule above. Payroll submitted after the deadline will be finalized the next Business Day. Funds must be available in Customer's designated bank account(s) at the opening of the Business Day in accordance with the payroll funding schedule below based on the funding method.
Payroll Funding Schedule	**ACH:** One (1) Business Day prior to the payment date.
	Draw Down Wire: UKG will initiate the wire request prior to 2:30 pm ET. Funds must be received no later than 4:30 ET on the date payroll is finalized.

Canada Data Remittance and Funding Schedule	
Data Remittance	Customers are expected to close and submit payroll two (2) Business Days prior to the applicable check/cheque date(s) by: 3:00 PM ET for PAD 1:30 PM ET for Customer Initiated Wire
Payroll Finalized	UKG will finalize the payroll on the day it is submitted, provided it is submitted according to the Data Remittance schedule above. Payroll submitted after the deadline will be finalized the next Business Day. Funds must be available in Customer's designated bank account(s) at the opening of the Business Day in accordance with the payroll funding schedule below based on the funding method.
Payroll Funding Schedule	**PAD**: One (1) Business Day prior to the payment date
	Customer Initiated Wire: Customer will initiate the wire funding with their bank immediately following payroll submission but no later than 2:30 pm ET on the date payroll is finalized.

Submission of payroll by Customer less than two (2) Business Days prior to Customer's scheduled check date may result in the requirement to utilize an alternative funding method; delay the processing of the banking transaction; and other transaction(s). If payroll is submitted less than two (2) Business Days prior to the applicable check date, funds may not be available in employee accounts at the opening of the banking day. UKG is not responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date nor is UKG responsible for any taxes which UKG did not collect from Customer (including without limitation, failure to collect due to NSF).

Customer shall review all reports and documents made available to Customer pursuant to this Section 4, within five (5) Business Days after receipt of notification of availability.

5. Data Remittance

Customer will complete and close payroll using the time and delays outlined in the table above. Customer acknowledges that the data and all information from the completed payroll from the UKG Ready Payroll Services will be the basis for UKG Ready Payroll Services as provided for herein. UKG will not be liable for any invalidity or inaccuracy caused by Customer or Customer Data unless Customer so notifies UKG within one (1) business day of Customer's completion of payroll for the applicable check/cheque date or within ten (10) days of quarterly records being made available to Customer by UKG.

6. Cash Management and U.S. Reporting for Cash Collection

6.1 Funds Collection

Customer funds will be collected to cover Payroll Liabilities and other Customer liabilities pursuant to this Services Description (including but not limited to additional tax payments, penalties and/or interest resulting from tax notices or amendments or quarter-end variances).

Customer shall maintain authorization to enable UKG to initiate ACH, PAD, and Draw Down Wire, as applicable, of the Covered Entities' designated bank account(s) and to maintain good and sufficient collected funds in the Covered Entities' designated bank account(s) to cover all funding transactions hereunder. For quarter end and year end reconciliation purposes, UKG will utilize standard ACH services to reconcile Customer tax remittances and liability variances. UKG shall use commercially reasonable efforts to notify the Customer not less than three (3) Business Days prior to UKG causing a debit of the Covered Entities' bank account for the amount required to satisfy such variances.

Customer will be assigned an ACH or PAD processing limit. UKG reserves the right to adjust the processing limit and will provide notice to Customer. If Customer's payroll exceeds this processing limit, then the Customer will receive a notification from the UKG Ready Payroll Services that the Customer's payroll must be funded immediately by a Customer-Initiated Wire transfer.

Prior to Customer using UKG Ready Payroll Services in a production environment or when Customer is changing their designated bank account(s), Customer authorized UKG to establish and successfully test authorization with its bank to allow for ACH, PAD and Draw Down Wire in accordance with the terms of this Services Description. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify UKG in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s).

Customer is not permitted to push funds via ACH or EDI nor engage in currency exchange between Canadian funds and United States funds. UKG's designated Canadian financial institution will be in Canada, and UKG shall remit Customer's statutory deductions using Canadian currency.

6.2 Banking Transactions

United States (U.S.) Payment Regulations

Delivery of UKG Ready Payroll Services in the U.S. is subject to the laws and regulations of the banking industry, including but not limited to, the operating rules of the NACHA. Customer grants UKG the authority to issue payments on behalf of Customer.

In addition, Customer agrees to comply with the NACHA rules applicable to it with respect to Customer's use of UKG Ready Payroll Services and Customer agrees that UKG shall have the right to require, on a reasonable basis, Customer to demonstrate its compliance with NACHA rules. Customer agrees not to originate transactions that violate applicable laws and regulations, including but not limited to anti-money laundering laws and regulations such as the Bank Secrecy Act, as amended by the USA PATRIOT Act. International transactions are not allowed under UKG Ready Payroll Services. Customer will notify UKG if Customer is providing instructions to UKG to process payroll on behalf of a third party.

Canada Payment Regulations

Delivery of UKG Ready Payroll Services in Canada is subject to applicable laws and regulations of the banking industry. Customer grants UKG the authority to issue payments on behalf of Customer.
Customer agrees not to originate transactions that violate applicable laws and regulations, including without limitation the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and any and all anti-money laundering laws and regulations.

General

In the event that UKG is prohibited from performing any portion of the UKG Ready Payroll Services due to a banking institutions' restrictions or other applicable regulatory restrictions, then UKG shall have the option to immediately suspend or terminate such UKG Ready Payroll Services upon written notice to Customer.

6.3 Investment of Funds

UKG shall pay Customer's Payroll Liabilities to the designated recipient of such Payroll Liabilities (to the extent that Customer has made available the required funds in accordance with the terms of this Services Description). Customer funds held by UKG will be segregated from other funds of UKG, but may be commingled with funds of other customers. UKG is entitled to all net income generated on any funds held pursuant hereto.

6.4 Record of Collections and Disbursements

Customer shall examine all records of any disbursements made available to Customer for validity and accuracy and promptly notify UKG of any inaccuracies or inconsistencies.

Any specific record retention schedules established by governmental entities and other requirements applicable to Customer are the sole responsibility of Customer and excluded from the Services. UKG is not responsible or liable for the maintenance or retention of disbursement records.

6.5 Receiving Depository Financial Institution / Drawee

Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution / Drawee ("**RDFI**") providing authorization that will require Customer's RDFI to honor all Draw Down Wire, ACH, and PADs received from UKG; (b) promptly notify UKG of any discrepancies between transaction amounts and the amounts expected by Customer; and (c) notify UKG immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

6.6 Transaction Reversal.

Customer may submit a request to cancel a previously submitted transaction. The reversal request is utilized primarily to reverse direct deposits made to employee accounts in error. UKG and/or the applicable financial institution's then- standard fees for reversals will apply. Customer may initiate a reversal request by submitting a voiding transaction in the UKG Ready Payroll Services. Once the reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds from the employee's bank account is initiated. If the reversal request to the employee's account is denied (for example, due to NSF), UKG will debit the total amount of the NSF and any banking fees/charges associated with the denial from Covered Entity's designated bank account(s). UKG will not reattempt collection of any NSFs from employee accounts. Customer is solely responsible for obtaining reimbursement from employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

7. Document Execution and Adjustments

Customer agrees that it will promptly respond to any and all reasonable requests, including without limitation execution of required documents, made by UKG for the purpose of UKG's performance of UKG Ready Payroll Services.

UKG may amend or update the terms of this Services Description only as reasonably determined by UKG or as mandated by any governmental agency, taxing authority, banking partners or an authority overseeing banking or remittance transactions, provided such amendment or update does not adversely impact Customer's normal business operations. In such an event, Customer shall have the option to reject such amendment or update, in good faith, within thirty (30) days of receipt of notice of such amendment or update by providing written notice to UKG. In the event Customer rejects an amendment or update to the terms of this Services Description and such rejection materially inhibits or prohibits UKG's ability to perform any portion of the UKG Ready Payroll Services, UKG shall have the option to terminate the UKG Ready Payroll Services (or any portion thereof) upon written notice to Customer.

Failure of Customer to promptly and accurately perform its obligations hereunder may result in additional fees or costs to Customer as outlined in the Pricing Exhibit.

In the event of termination, Customer is fully liable for actions taken by UKG resulting from Customer's failure to provide UKG a timely UKG Ready Payroll Services termination form, including resolving duplicate filing issues with applicable agencies.

8. Data Retention

UKG is not responsible for storing copies of Customer Data when UKG no longer requires such information to provide UKG Ready Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Unless otherwise required by Applicable Law, upon termination of this Agreement, UKG may dispose of Customer Data in accordance with UKG's data retention policy in effect from time to time. In the case of termination of one but not all UKG Ready Payroll Services, UKG may dispose of Customer Data not related to the remaining UKG Ready Payroll Services, unless otherwise required by Applicable Law, in accordance with UKG's data retention policy in effect from time to time.

Notwithstanding anything to the contrary in this Agreement, each party's use and disclosure of tax return information pursuant to or in connection with this Agreement shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

9. Additional Terms

9.1 General Terms

UKG services listed below are available to Customer in addition to tax filing services as part of the UKG Ready Payroll Services. Additional services may be made available and subject to the Pricing Exhibit. UKG is not responsible for any pre-existing errors or similar matters arising prior to commencement of UKG Ready Payroll Services or for any errors that may occur in the event the Customer fails to: (i) provide UKG with all necessary, complete, and accurate information; or (ii) fund the relevant amount of Payroll Liabilities for any payroll check date.

In addition to, and without limiting UKG's other rights hereunder, in the event that Customer fails to materially comply with its obligations under this Services Description, UKG may terminate any portion of the UKG Ready Payroll Services upon written notice to Customer.

9.2 Tax Information Acknowledgment:
As required by the Internal Revenue Service in the United Stated, specific information must be disclosed by the employer to taxpayers that utilize a third party to perform tax filing services on its behalf.

Customer acknowledges that it is responsible for the timely filing of employment tax returns and the timely payment of employment taxes for its Customer Payees, even if Customer has authorized UKG to file the returns and make the payments on its behalf. Customer is solely responsible for any penalties and interest assessed by federal, state and local jurisdictions, except to the extent that UKG's negligence results in the assessment and provided that: (i) Customer gives timely notice to UKG, but not later than ten (10) calendar days from the day the Customer received the notice from the tax authority; and (ii) Customer mitigates its damages including timely appeals or assigning appeal rights to UKG.

The Internal Revenue Service recommends enrollment in the EFTPS to monitor your account and ensure that timely tax payments are being made. Enrollment in the EFTPS may be done online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

9.3 Credentials
Customer understands and acknowledges that the implementation and ongoing provision of UKG Ready Payroll Services are conditioned upon Customer and each Covered Entity passing (and continuing to pass) a credentialing process that UKG may deem necessary in connection with the provision of UKG Ready Payroll Services. UKG shall have the right to: (i) refuse to provide the UKG Ready Payroll Services for Customer with respect to any Covered Entity that does not pass UKG's initial credentialing process; (ii) terminate UKG Ready Payroll Services for any Covered Entity that does not continue to pass UKG's ongoing credentialing process; and (iii) terminate the UKG Ready Payroll Services, and the Agreement, if Customer does not continue to pass UKG's ongoing credentialing process. Customer is solely responsible for complying with all applicable laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf UKG is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC) or sanctions legislation enacted by Canada. Customer shall also be responsible for: (i) performing, and ensuring passage of, "know your customer" due diligence on all Covered Entities prior to requesting UKG to provide any UKG Ready Payroll Services to such Covered Entities and (ii) providing UKG with the information as may be reasonably requested by UKG, for each Covered Entity prior to UKG providing UKG Ready Payroll Services to such Covered Entity. Customer agrees to provide UKG with an accurate and complete listing of Covered Entities receiving any UKG Ready Payroll Services and to inform UKG promptly of any changes in any Covered Entity information previously provided to UKG.

10. Additional Services
10.1 ACH Child Support & Third Party Vendor Processing (U.S. Only) - UKG will provide ACH Child Support & Third Party Vendor Processing which means the impoundment and remittance of funds for third party payments, such as child support, via ACH to the applicable state child support agencies or other applicable payees. UKG is not responsible for providing additional administrative services, including, but not limited to, agency research and account reconciliation. Customer is solely responsible for the setup of the vendor and garnishment information in the UKG Ready Software in accordance with the UKG Ready Documentation and UKG is not responsible for same. UKG is not responsible for any errors that result from Customer's failure to comply with this paragraph.

10.2 Direct Deposit Services (U.S. Only) – means providing on behalf of Customer electronic money movement and related banking services via UKG's ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts.

10.3 UKG SmartCheck (U.S. Only) - means the issuing of employee payroll checks from Payroll Services Accounts. This service is only available if UKG Ready Payroll Services with UKG SmartCheck appears on Customer's Order Form. If Customer uses Payroll Services Accounts for distribution of funds via check, any stale dated checks will be voided and the funds returned to the Customer. The Customer is responsible for complying with all applicable unclaimed property reporting requirements. Customers electing this service must ensure that checks are not distributed to employees for payment prior to the Check Date. All checks issued on a Payroll Services Account must be printed by UKG for distribution.

10.4 Check Printing and Fulfillment Services.

U.S.: means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by UKG for shipping of documents and/or checks. Unless Customer has purchased UKG SmartCheck, employee payroll checks will be drawn on the Customer's bank.

Canada: means the printing of employee payroll cheques, cheques drawn on a Customer's bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by UKG for shipping of documents and/or cheques. Payroll cheques will be drawn on the Customer's bank.

10.5 Year End Tax Forms and other filings. UKG will proceed with electronic filing tax form as detailed below, subject to the Pricing Exhibit:

U.S.:

Filing W2 - the electronic filing of employee W2 forms with all applicable federal and state tax jurisdictions. Specific timelines are established for Customer to promptly complete its year-end requirements in order for UKG to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the Social Security Administration, as well as all 50 state and local tax agencies, **excluding** Puerto Rico, U.S. Virgin Islands, Guam and Marianna.

1099 Filing - the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year-end requirements in order for UKG to timely fulfill its obligations.

New Hire Reporting – the electronic filing of new hire reports based on applicable state reporting requirements. Customer will be required to register for multiple state reporting if required to file in more than one state and to maintain the registration as may be required. UKG will only report new hires to states that will accept electronic filing.

Canada:

Customer is responsible for the following year-end filings:

- Upload XML Files (T4's, RL1's) to CRA and Quebec (if applicable) from UKG Ready Payroll Services
- File Provincial Annual Returns
- File Statement of Wages for Worker's Compensation (if applicable)
- Customer required to prepare and file form T4A and RL1 Summary

Pricing Exhibit

These items are charged in addition to the standard monthly per employee per month fee ("PEPM") as they are incurred for UKG Ready Payroll Services. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred. Some services may not be available in Canada. For details on service availability in Canada, please contact us.

1. W-2/1099 Printing/ T4/ RL1	**US $2.95 per form** **CA $2.95 per Canadian form**
Customers may elect to have UKG print W2 forms for employees who have not elected to receive an electronic copy. Forms will be printed on pressure seal forms and bulk shipped to the Customer for distribution or mailed directly to employees (see #9 below). Customer may print W2 forms directly from the UKG system for no additional fee.	
2. Non-Sufficient Funds ("NFS") Fee	**US $200.00 per transaction**
If the ACH or PAD Funding Method is initiated for a transaction and the transaction fails because the Customer does not have the required funds in their designated account, has not set-up the proper authorization with their bank as required by and provided in the Services Description or any other reason, causing UKG to be issued a notice of NSF or similar notification that the transaction could not be processed, UKG in addition to all its rights under the Services Description, will also charge Customer an NSF Fee for each applicable transaction.	
3. "Applied For" Status of Tax Jurisdictions (U.S. Only)	**US $38.50/month per account**
When a company begins to withhold taxes for their employees in a new jurisdiction the company must apply to that jurisdiction for a tax filing ID number. A tax code is in an "Applied for" Status if the "Applied for" box on the tax code is checked within the platform or if the tax code ID number is left blank. Where accepted by the applicable jurisdiction, UKG will remit taxes and file returns but will charge a fee of US $38.50/month for each active tax code until a tax ID number is obtained due to the manual work associated with filing for Applied For accounts.	
4. Stop Payment Fee (U.S. Only)	**US $20.00 per check**
For customers who have purchased UKG Ready Payroll Services with UKG Smart Check, if a check issued on a Payroll Services Account, must have a stop payment placed on it with the bank, this fee will apply.	
5. ACH Returns / Notice of Changes (U.S. Only)	
Second notice if on same receiving bank account	**US $55.00**
Additional notice if on same receiving bank account	**US $82.50 per occurrence**
This fee is charged when either an ACH transaction is rejected by the bank (ACH Return), or when there has been a change to an employee's direct deposit routing number or account number that was not updated in the system and the bank must manually change the information to process the transaction (Notice of Change – "NOC"). In either case, UKG will notify the Customer of the return / notice received. If the information is corrected the fees above will not apply. If the Customer does not fix the account before the next payrolll, and an additional notice from the bank is received (the "second notice"), UKG will charge a fee of US $55.00. Thereafter UKG will charge an additional US $82.50 for each notice received on the same account (an "additional notice"). These fees apply to all transactions processed with the bank regardless of whether any funds are returned.	
6. OffCycle Payrolls (U.S. Only)	**US $55.00 per payroll**
Every scheduled payroll is included in the PEPM fee. This includes the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled bonus payroll (performed each quarter, etc.), if it is included in the payroll schedule within the platform. Off-cycle payrolls occur outside this process. These are usually performed to fix errors in the	

current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or "one off" payroll runs. Customers may choose to issue manual checks rather than run an off-cycle payroll, in which case this fee would not apply.

7. Split Distributions (U.S. Only)	**US $5.50 per split**

For each individual payroll processed within the platform, printed pay statements and vouchers will be shipped to ONE designated location for no additional fee (shipping fees will be charged by provider directly to Customer). Customers may configure the platform to have pay statements and vouchers printed by Cost Center and have each Cost Center ship to a different location. The Split Distribution fees cover the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same processed payroll. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi-weekly) into one package for distribution - that is not a delivery process supported by UKG. Split distribution is only available for pay statements and vouchers.

8. Amended Returns (U.S. Only)	**US $137.50 per amendment**

Filing all applicable US-only payroll federal/state/local tax returns as indicated in this Services Description is included in the PEPM fee. When adjustments are made to prior period payroll transactions that require UKG Ready Payroll Services to create a modified or "corrected" tax return to be filed with the taxing authorities, a fee of US$137.50 will be incurred per amended return.

9. Mailing Individual Checks (U.S. Only)	**US $0.75 per document**

The preferred method of delivery is for each Customer to have all documents delivered using the Customer's shipping account. If the Customer wants to have the employee's pay checks, direct deposit vouchers, W2s, 1099 forms and/or 1095C statements delivered directly to the employee's home address, this fee will apply to each form mailed through the USPS and includes the applicable postage fees. This fee may be adjusted by the amount of any increase in standard postage by the USPS. UKG will guarantee that W2s/1099s will be mailed by January 28th of each year but cannot guarantee that delivery to the employee will occur by January 31st of each year.

10. 1095C Printing (U.S. Only)	**US $2.95 per form printed**

Customers may request that UKG print their 1095C forms at the end of the calendar year. Forms are printed on pressure seal stock and either shipped to the Customer for distribution to employees or mailed directly to the employee's home address if so elected by Customer (reference item #9, above). Customers may also print the forms themselves directly from the UKG Ready Payroll Services for no additional fee.

11. Payroll Rollback- after Payroll Submission (U.S. Only)	**US $275.00 per request**

A request from the Customer to rollback a finalized payroll prior to funding initiation. If the Customer has submitted a payroll but the payroll is not yet finalized by UKG, the Customer can re-open the payroll without charge.

12. Reopen Quarter-End or Year-End Tax Year	**US $550.00 per request**

Request initiated by Customer to reopen a previously closed quarter or tax year, in order to process corrections.

13. QTR Filing – Inactive EIN's (U.S. Only)	**US $137.50 per quarter**

If the Customer has no wages in a Covered Entity but has not notified UKG to stop filing for the Covered Entity, or closes a Covered Entity and requests that UKG file zero returns for a quarter, this fee will apply. The US $137.50 fee applies for each quarter filed with zero returns.

14. Quarter Closing Late Fee	**US $225.00 per day per EIN** **CA $225.00 per day per EIN**

The Customer does not complete the quarterly closing and sign-off process by the established and communicated deadline.	
15. Year End Closing Late Fee	**US $225.00 per day per EIN** **CA $225.00 per day per EIN**
The Customer does not complete the year-end closing and sign-off process by the established and communicated deadline.	
16. Reprint of W2, 1099, T4, or RL-1	**US $11.00 per form reprinted** **CA $11.00 per form reprinted**
Customer requests reprinting of a W2, 1099, T4 or RL-1 on pressure seal paper stock. Customer can print reprints directly from the UKG Ready Payroll Services for no additional fee.	
17. W-2C Services (U.S. Only)	**US $35 Base Fee + $5.00 Per Form**
Customers whose W-2s were processed and filed by UKG, may request a corrected form W-2 for an employee (W-2C). UKG will work with the Customer to process any applicable year end correction payrolls, generate the W-2C(s), and file the corrected form(s) with the Social Security Administration (SSA). Upon request, UKG will also file any necessary amended returns as a result of the W-2 correction (reference item #8, above). Customers may also create and file W-2Cs themselves directly through the SSA site for no additional fee. This service is only available for tax year 2019 onwards.	
18. Fed/ State / Prinvincial Wire Fee	**US $82.50 per wire** **CA $82.50 per wire**
If UKG must send a direct wire for Customer tax payments, rather than a standard EFTPS tax payment, a fee of $82.50 for federal and $82.50 for each applicable state will be incurred. This would typically only occur if the Customer has submitted or funded their account late, such that in order to avoid tax penalties, UKG must cause the issuances of a wire for the payment to the relevant tax agency.	
19. W-2 Combined Reporting Print Service	**US $550 Base Fee + US $2.95 per form**
Combined W2 forms may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. If elected at the end of each calendar year, UKG will provide Customer's W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the Customer's address unless regular mail is requested. Copies of the forms will not be available to employees in Employee Self Service but will be provided to Customer in a separate file. The W2 forms will be filed with the applicable agencies. W2-C services are not available for the W-2 forms provided under this offering.	

Exhibit "C-1" UKG Services Descriptions

UKG TeleStaff IVR Service (User Based) Services Description

Acceptable Use Policy

UKG TeleStaff IVR Service
(User Based)
Services Description

1. Services Description

This services description ("**Services Description**") applies to UKG's provision of the commercially available version of the TeleStaff IVR, a subscription service UKG is authorized to resell ("**TeleStaff IVR**") when set forth on the Order. TeleStaff IVR may be ordered with UKG TeleStaff Cloud. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of TeleStaff IVR and other Services (collectively, the "**Agreement**").

2. Licensed or User Based

TeleStaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Customer may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the UKG TeleStaff Cloud. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction". TeleStaff IVR is provided on a per minute basis.

3. Security Considerations

3.1 Security on Personal Information
TeleStaff IVR relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of the Agreement or this Services Description to the contrary, Customer understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Customer and its employees through TeleStaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

> Security of Your Personal Information
> UKG's provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of UKG and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

3.2 Restrictions on TeleStaff IVR Services; Additional Responsibilities.
Customer agrees that TeleStaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. UKG shall have no liability for any delays, failures or unavailability of TeleStaff IVR due to transmission or other delays, errors or problems beyond UKG' control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of TeleStaff IVR is subject to the software license terms set forth in the Agreement as well as the provider's Acceptable Use Policy found at: https://www.alvaria.com/legal/acceptable-use-policy and Customer agrees that it shall be liable for all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through TeleStaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

4. Invoicing and Payment

UKG will invoice Customer for the TeleStaff IVR implementation/configuration professional services fees set forth in the applicable SOW and Order, pursuant to the Agreement and on the payment terms set forth therein. UKG will invoice Customer each month in arrears for the TeleStaff IVR Service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of $0.13 per minute, subject to Section 5 below. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

5. Renewal and Termination.

The initial term is twelve months commencing upon the execution of the Order. At the expiration of the initial term, unless the Order provides as different renewal period, the term shall automatically renew on an annual basis until terminated in accordance with the provisions hereof. At any time: (i) Customer may terminate the

TeleStaff IVR service for convenience upon thirty (30) days prior written notice, and (ii) UKG may terminate the TeleStaff IVR service for convenience upon one hundred and twenty (120) days prior written notice. UKG may increase the per minute rate upon renewal with sixty (60) days prior written notice for use based Telestaff IVR.

Acceptable Use Policy

UPDATED SEPTEMBER 2021

US Acceptable Use Policy for Use of Alvaria Products and Alvaria Subscription Services. References to Alvaria herein shall include Aspect Software, Noble Systems Corporation and their respective affiliates.

Use of Alvaria Products and Subscription Services are subject to this Acceptable Use Policy (**AUP**). You are responsible for violations of this AUP by you or any third party you allow to use the Products or Subscription Services.

You may not use the Products or Subscription Services to:

- interfere with a third party’s use of the Products or Subscription Services;
- violate, or encourage the violation of, the legal rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another;
- engage in, promote or encourage illegal activity or use the Products or Subscription Services for an unlawful, defamatory, abusive, harassing, obscene, violent, deceptive or fraudulent purpose;
- use, store, share, host, copy, distribute, display, publish, transmit or send content that is or may be deemed offensive, inflammatory, hateful, defamatory, discriminatory, obscene, abusive, invasive of privacy, harmful to others, or otherwise objectionable;
- impersonate any person or entity without consent, including sending altered, deceptive or false source-identifying information (spoofing, phishing);

- use false, misleading, or deceptive TCP/IP packet header information in an email or a newsgroup posting;
- collect or use information without the consent of the owner of the information, if prohibited by applicable law;
- generate, distribute, publish or facilitate unsolicited mass email or other messages, promotions, advertisements or solicitations (spam);
- distribute advertisement delivery software unless: (a) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (b) the software is easily removable by use of standard tools for such purpose included on major operating systems (e.g., Microsoft's add/remove tool);
- attack, abuse, interfere with, surreptitiously intercept, or disrupt any users, systems, networks, Products or Subscription Services, including but not limited to Denial of Service (DoS) attacks, unauthorized monitoring or crawling, deliberate attempts to overload, distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware, or cancelbots), war dialing, flood pings, packet spoofing, forged telephone information;
- disable, interfere with or circumvent any aspect of the Product or Subscription Services, including any storage, access, usage or user limits;
- probe, scan, or test the vulnerability of any system or network;
- disable, interfere with, abuse, disrupt, intercept, circumvent or otherwise violate any security or authentication measures;
- deploy interactive voice response (IVR) Applications, services or sessions that contain endless loops or that have no termination date; or
- submit, process or store personally identifiable information in test or non-production environments.

You agree:

- to use the Products and Subscription Services in accordance with applicable laws and government regulations;
- to only use Products and Subscription Services in a manner consistent with the purpose of intent of the Products and Subscription Services;

- that you are solely responsible for the content of any material posted, hosted, downloaded, uploaded, created, accessed or transmitted using a Subscription Service and that Alvaria has no responsibility for any material created on or made accessible by your use of the Subscription Service;
- to comply with the rules of any other network you access or participate in using the Products or Subscription Services, including any SMS or telephone carrier codes of conduct and the CTIA Short Code Monitoring Handbook;
- to comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate using the Products or Subscription Services, including rules for content and commercial postings;
- to comply, in a timely manner, with Alvaria's requirements for network security, including changes required to comply with Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act, or other security and privacy laws, regulations or standards;
- to only use IP addresses assigned to you by Alvaria in connection with the Subscription Services;
- if Alvaria IP numbers assigned to your account are listed on an abuse database (e.g., Spamhaus), to take prompt action to remedy the issue and, if you do not do so within 10 days of written notice from Alvaria, Alvaria may take reasonable action to protect its IP addresses, including suspension or termination of the Subscription Services if the IP addresses were listed as a result of your actions;
- if you register a DNS record or zone on Alvaria managed or operated DNS servers or service for a domain of which you are not the registrant or administrative contact according to the registrar’s WHOIS system, then upon request from the registrant or administrative contact according to the registrar’s WHOIS system, Alvaria may modify, transfer, or delete such records or zones;
- Alvaria may quarantine or delete any data stored on a shared system if Alvaria reasonably believes that the data is infected with a virus or is otherwise corrupted and has the potential to infect or corrupt the system or other customers’ data stored on the same system;
- to comply with all Product and Subscription Service notices and end of life policies, including the transfer and migration to, or utilization of, new versions

of software, network configurations or environments (Alvaria may charge additional fees for non-compliance);

- to provide all information that Alvaria reasonably requires in order to register any 10 Digit Long Code (10DLC) numbers for SMS that you purchase from Alvaria and access or use in using the Products or Services; and
- upon reasonable notice, comply with re-provisioning of telephone provider lines due to network changes, changes to Alvaria data centers and facilities (Alvaria may charge additional fees for non-compliance).

Alvaria may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Alvaria's reporting may include disclosing appropriate customer information. Alvaria also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

For customers using products/services with outbound dialing capability, if more than 20% of completed calls are equal to or less than 6 seconds in length (a "Short Duration Call"), or if more than 35% of total call attempts do not complete during any given month during the billing cycle (the "Incomplete Call Threshold"), then additional fees may apply. Such fees are based on additional costs Alvaria incurs from its carriers as a result of Customer's usage. Notwithstanding, Alvaria will support all traffic not harmful to its or its carrier's network(s).

Customers are required to reimburse Alvaria for all fees, fines or penalties assessed against Alvaria due to Customer's failure to comply with this AUP.

Alvaria may modify the AUP at any time without notice by posting a revised AUP on www.alvaria.com. Changes are effective on posting. Your use of a Product or Subscription Service after changes to the AUP are posted constitutes acceptance of any changed or additional terms.

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Exhibit "C-1" UKG Services Descriptions

UKG Virtual Roster Cloud and UGK Pit Manager Cloud Services Description

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

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

UKG Virtual Roster Cloud and UKG Pit Manager Cloud
Services Description

1. Services Description

1.1 This Services Description applies to UKG's provision of the commercially available version of UKG Virtual Roster Cloud and UKG Pit Manager Cloud software as a service application(s) and services related thereto when set forth on the Order. Subscription Services shall be delivered by means of Customer's permitted access to the infrastructure hosting Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other services.

1.2 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Right to Access and Use

UKG will provide Customer with access to and use of the Subscription Services during the Order Term (which include the Initial Term and the agreed successive applicable Renewal Terms). Such access and use are limited to the Subscription Services specified on the Order and based on the following use: UKG Virtual Roster Cloud is based on a per employee per month basis and UKG Pit Manager Cloud is based on a per table per month basis.

3. Fees, Payment and Invoicing

The monthly service fees of the Subscription Services will be invoiced on the billing frequency ("**Billing Frequency**") as identified on the Order commencing on the Billing Start Date identified on the Order. If Customer requires additional employees to have access rights to use the Subscription Services, then Customer may request an increase to the number of employees using the UKG Virtual Roster Cloud or the number of tables by entering into an additional Order.

4. Customer Data, Security and Privacy

4.1 Customer Data shall be available to Customer to retrieve at no additional charge throughout the term of an applicable Order.

4.2 The applicable Technical and Organizational Measures of UKG's Data Processing Addendum apply to the Subscription Services provided under this Services Description with the following modification: **Section 1 ISAE3402/SSAE 18 (SOC 2) Audit** shall be deleted in its entirety and replaced by the following:

ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall comply with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services where in scope for the Services. Such audits will be carried out by an independent, certified third party and the resulting reports will be provided to Customer upon request. UKG's data center will carry out its own SOC 2 audits and provide such reports to Customer upon request.

4.3 The UKG Virtual Roster Cloud and UKG Pit Manager Cloudare deployed only in data centers in the United States and Canada. UKG's list of its current subprocessors applicable to UKG Pro Workforce Management at https://www.ukg.com/DPA-subprocessors will apply for the UKG Virtual Roster Cloud and UKG Pit Manager Cloud.

5. Service Level Agreement

UKG offers the Service Level Agreement as set forth in Exhibit 1.

6. UKG Support Policy

UKG offers the UKG Support Policy attached as set forth in Exhibit 2.

7. Production and Additional Tenant

UKG Virtual Roster Cloud and UKG Pit Manager Cloud include one standard production tenant and one partial copy non-production tenant limited to 36 months of data. Additional partial copy tenant may be ordered on an annual basis at an additional fee.

EXHIBIT 1

SERVICE LEVEL AGREEMENT FOR THE UKG VIRTUAL ROSTER CLOUD AND UKG PIT MANAGER CLOUD SUBSCRIPTION SERVICES AVAILABILITY

SERVICE LEVEL AGREEMENT FOR THE SUBSCRIPTION SERVICES AVAILABILITY

Service Level Agreement: UKG offers the Service Level Agreement (SLA) and associated SLA Credits as described herein, solely for UKG Core Subscription Services (*i.e.*, Subscriptions Services which are subject to the Services Descriptions governing UKG Virtual Roster Cloud and UKG Pit Manager Cloud.

Availability: The production environment of the Subscription Services will maintain 99.75% Availability. Availability is calculated on a monthly basis as follows:

$$\left(\frac{\text{Monthly Minutes - Total Minutes Not Available - Maintenance Period}}{\text{Monthly Minutes - Maintenance Period}}\right) \times 100\% \geq 99.75\%$$

Monthly Minutes: 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.

Maintenance Period: means a scheduled maintenance period within the applicable maintenance window identified below, when the Subscription Services are not available. The Maintenance Period is used for purposes of the Service Credit Calculation; UKG continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current maintenance window for UKG Virtual Roster Cloud and UKG Pit Manager Cloud covered by the same Services Description for the US data center locations is:

- US/Canada Eastern Time every Wednesday from 3:00 AM to 7:00 AM

Total Minutes Not Available: means the total number of minutes during the calendar month that the Subscription Services is inaccessible as the result of an Outage.

Outage: means the Customer is unable to access the UKG tenant environment at any of its production data centers' internet connection points for reasons other than (a) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or its third party suppliers providing the Subscription Services (b) the suspension of the Subscription Services in accordance with the terms of the Agreement.

Service Credit Calculation: An Outage will be deemed to commence when the Subscription Services is unavailable to Customer and ends when UKG has restored Availability to the Subscription Services. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

SLA Credits: If, due to an Outage, the Subscription Services 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 Subscription Services fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly Subscription Services fees. SLA Credits become available starting the month after Customer's Subscription Services are live.

Reporting and Claims Process
UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming an SLA Credit. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG' records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription 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 Subscription 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. Customer further acknowledges that the SLA Credit shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting the Service Level Agreement as set forth herein in full and final settlement of any Subscription Services level claims. For the avoidance of doubt, the SLA Credit specified herein shall be in recognition of the diminished value of the Subscriptions Services resulting from UKG's failure to meet the agreed upon level of performance, and not as a penalty.

EXHIBIT 2

CUSTOMER SUPPORT POLICY
FOR UKG VIRTUAL ROSTER CLOUD AND UKG PIT MANAGER

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support
UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as: • Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (*e.g.*, accrual balances not matching pay codes but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two business (2) hours

Service Coverage Period
UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language
Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

Support Exclusions
Support services do not include service to the Subscription Services resulting from, or associated with:
1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages

UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation

UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at https://community.kronos.com/s/article/KB13193.

Remote Support

UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community

UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options

As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

Exhibit "C-1" UKG Services Descriptions

UKG Webhooks Premium Services Description

UKG Webhooks Premium Services Description

1. Scope

1.1 This services description applies to UKG's provision of the commercially available version of UKG Webhooks Premium when included on the Order. Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other services (collectively, the "**Agreement**"). Customer acknowledges and agrees that UKG Webhooks Premium must be used in conjunction with UKG Pro Pay and/or UKG Pro People Center, or UKG Pro Workforce Management.

1.2 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Description

2.1 A webhook is a mechanism that notifies one application when a specific event occurs in another application. When the event occurs, a notification is sent to a predefined URL in the other application, notifying it of the event in real time (each, a "Webhook Event Notification").

UKG Webhooks Premium enables real-time data synchronization and event-driven communication between systems. The Webhook Event Notification allows the receiving application to act accordingly by making changes such as updating data, triggering workflows, or sending alerts.

3. Employee Types

3.1 The Employee Types that are set forth in the Order as defined as follows ("**Employee Type**")

3.1.1 **Webhooks Call Pack** is defined as ten million Webhook Event Notifications per month.

4. Fees

4.1 UKG Webhooks Premium requires a minimum one (1) year commitment. In that one-year period, Customer may provide up to 10 million Webhook Event Notifications per calendar month. UKG will invoice Customer monthly at the rates set forth on the Order. At the time of purchase, Customer may purchase additional Webhooks Call Packs. Each Webhooks Call Packs provides an additional 10 million Webhook Event Notifications per month.

4.2 Customer acknowledges that usage limits are monitored by UKG. Customer may disable Webhook Event Notifications at any time, which will prevent additional billing of UKG Webhooks Premium. Customer may track its monthly usage in UKG Webhooks.

4.3 Usage and Invoicing

4.3.1 Fees are calculated at the end of each monthly billing cycle and are based on the number of Webhook Event Notifications delivered. Customer will be invoiced as set forth in the Order, plus any additional fees for Webhook Event Notifications beyond the usage set forth in the Order.

4.3.2 In the event that Customer exceeds the number of Webhook Event Notifications purchased in the Order, UKG will automatically invoice Customer for additional Webhooks Call Packs, as needed, based on the usage number. Customer shall pay for additional Webhooks Call Packs, which will be invoiced at a rate of $200.00 per month, each. By purchasing UKG Webhooks Premium, Customer is opting-in for such automatic upgrades, as needed, based on monthly usage.

Exhibit "C-2" UKG Support Policy

SaaS Support Policies and Services

FRENCH > GERMAN >

Customer Support Service Level Agreement for PRO, DIMENSIONS, READY, and HRSD

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response Time
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as:	Thirty (30) minutes or immediately via Rapid Response

Priority Level	Description	Target Response Time
	• Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

Support Exclusions

Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages

UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation

UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at https://community.kronos.com/s/article/KB13193.

Remote Support

UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community

UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options

As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

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

Exhibit 1

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. In accordance with the Agreement, Customer agrees to use the Services in accordance with the latest version of this Policy.

1. Prohibited Use.

Customer agrees that it shall not use the Services, nor authorize, encourage, promote, facilitate or instruct others including its authorized users or Affiliates to use the Services as set forth below:

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to: • **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography. • **Harmful or Fraudulent Activities.** Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices. • **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others. • **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts. • **Harmful Content**. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.
(b) No Security Violations	Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to: • **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System. • **Interception.** Monitoring of data or traffic on a System without permission. • **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers. • **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)
(c) No Network Abuse	Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to: • **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled. • **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective. • **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	• **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers. • **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.
(d) No E-Mail or Other Message Abuse	Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

2. Monitoring and Enforcement

UKG reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. UKG may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.

Exhibit “C-3” Acceptable Use Policy

Exhibit "C-3" Acceptable Use Policy

Exhibit 1

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. In accordance with the Agreement, Customer agrees to use the Services in accordance with the latest version of this Policy.

1. Prohibited Use.

Customer agrees that it shall not use the Services, nor authorize, encourage, promote, facilitate or instruct others including its authorized users or Affiliates to use the Services as set forth below:

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to: **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography. **Harmful or Fraudulent Activities.** Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices. **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others. **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts. **Harmful Content**. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(b) No Security Violations	Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to: **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System. **Interception.** Monitoring of data or traffic on a System without permission. **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers. **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)
(c) No Network Abuse	Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to: **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled. **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective. **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques. **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers. **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.
(d) No E-Mail or Other Message Abuse	Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

2. Monitoring and Enforcement

UKG reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. UKG may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.

Exhibit 2

EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/ or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

1. **Definitions.**

   In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

   "Depot Exchange Service" means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

   "Depot Repair Service" means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

   "Equipment" means UKG equipment such as time clocks, that are included on the Order.

   "Equipment Description" means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

   "Equipment Documentation" means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at https://www.ukg.com/support.

   "Equipment Support Services" means Equipment maintenance and support services option stated on the Order.

2. **Purchase or Rental Equipment.** Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit A applies, and if Customer rents Equipment, Exhibit B applies.

3. Payment and Invoicing. The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.

4. Shipping and Title.

4.1 Shipping. UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

4.2 Shipments to United States Destinations. All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

4.3 Shipments to Destinations Outside of the United States. Shipments to Customer destinations located in countries where UKG or one of its affiliates has an office are DDP (Delivered Duty Paid), and UKG is responsible for all duties and Value Added Taxes (VAT). Shipments to Customer destinations located in countries where UKG or one of its affiliates does not have an office are DAP (Delivered At Place), and Customer is responsible for import clearance, all duties and VAT. Shipments to UKG from a Customer location outside of the United States are DDP, and Customer is responsible for all duties and VAT. For the initial shipment of purchased Equipment to Customer outside of the United States, title of the Equipment passes to Customer upon delivery to the identified destination.

4.4 Title. Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

5. Customer Responsibilities.

5.1 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

5.2 Returning Equipment. When returning Equipment as permitted by the Addendum, Customer shall (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

5.3 Restrictions. In addition to the Use Restrictions set out in Section 2.2 of the Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

6. Support Services.

6.1 Description. UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

6.2. Support Process.

(a) Troubleshooting and return. In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer shall notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

(b) Additional terms for Depot Exchange Service. UKG will replace Equipment subject to Section 6.2(a). UKG will ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer shall package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

(c) Additional terms for Depot Repair Service. Subject to Section 6.2(a), Customer shall ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

(d) Device Software Maintenance. If Customer has active Device Software Maintenance, UKG will provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services**.**

(e) Per-event Repair Service. Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer shall ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

6.3 Spare Equipment. For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

6.4 Exclusions. UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

(a) Any cause external to the Equipment including, but not limited to Force Majeure causes;

(b) Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;

(c) Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;

(d) Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;

(e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or

(f) Customer's repair, attempted repair or modification of the Equipment.

7. Export. Section 10.3 of the Agreement shall apply to the provision and use of Equipment under this Addendum.

8. Warranties.

8.1 Equipment Support Services. UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

8.2 Equipment Service Packs. UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conforms to the Equipment Documentation.

8.3 Remedies. To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

8.4 Disclaimer. Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

8.5 Customer Warranty. Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

9. Limitation of Liability.

9.1 Monetary Cap. THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S

TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

10.1 FS/FR Warranty. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to capture or not, and to provide the option to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including but not limited to undertaking a legitimate interest assessment, where required). If required by law, Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable : (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.

10.2 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, 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

EQUIPMENT 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.

Exhibit A

Purchased Equipment Description

This Purchase Equipment Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

1. Definitions.

In this Exhibit A, capitalized terms shall have the meanings set out below:

"Initial Term" – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

"Renewal Term" – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

"Term" – means the Initial Term and any Renewal Terms, together.

2. Invoicing of Purchased Equipment and Support Services. UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

3. Renewal and Termination.

3.1 Upon expiry of the Initial Term, the term of the Equipment Support Services will renew for successive Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for Equipment Support Services may change on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

4. Support Services.

4.1 Option. Customer may purchase the following Equipment Support Services packages:

(a) Depot Exchange Service;

(b) Depot Repair Service; or

(c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of the Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG's per-event rates will apply.

4.2 Term. Unless expressly agreed by the Parties in writing, the Initial Term and each Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Renewal Term commencing on the expiry of the Initial Term or the previous Renewal Term.

5. Warranty. Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG's entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five (5) year period.

Exhibit B

Equipment Rental Description

This Equipment Rental Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

1. Definitions.

In this Exhibit B, capitalized terms shall have the meanings set out below:

"Billing Start Date" – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

"Billing Frequency" – means the invoice frequency of Equipment Rental Fees, as set forth on the Order.

"**Equipment Rental Fees**"– means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

"Initial Term" – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

"Renewal Term" – means the renewal billing term of the rented Equipment as set forth on the Order.

"Term" – means the Initial Term and any Renewal Terms, together.

2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

3. Renewal and Return

3.1 On expiry of the Initial Term and expiry of each Renewal Term, each as indicated on the Order, the Term of the rented Equipment will automatically renew for the duration indicated on the Order as the Renewal Term unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice

of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

3.3 Within thirty (30) days of the date of termination or expiration of the Term, Customer shall, at Customer's expense, return all rented Equipment to UKG in the same condition as it was in when originally received by Customer, reasonable wear and tear excepted. Customer shall pay UKG the then-current list price of any rented Equipment that Customer fails to return as required under this Addendum.

4. **Ownership.** Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer shall not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer shall not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

5. **Support Services.** The Depot Exchange Service applies to all rented Equipment at no additional cost.

6. **Warranty.** Unless otherwise expressly agreed in writing, rented Equipment is provided "AS IS" with all faults UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.

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

Exhibit 2

US Data Protection Addendum

This United States Data Processing Addendum (“DPA”) is by and between (i) the UKG entity set forth in the Order that references the UKG Master Services Agreement, or any other currently effective agreement, (the “Agreement”), (“UKG”), and (ii) the person or entity who is named on such Order on behalf of itself as customer and Customer Affiliates based in the United States (“Customer”) and is an addendum to the Agreement. Customer and UKG are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, in the course of providing the Services to Customer pursuant to the Agreement, UKG may Process Personal information on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal information.

This DPA applies to the extent Customer and/or its Affiliates are subject solely to U.S. Privacy Laws. Should Customer become subject to any other privacy laws such as the EU General Data Protection Regulation, the Parties agree the processing of Personal information will be subject to UKG’s international Data Protection Addendum located at https://www.ukg.com/ukg-unified-dpa unless otherwise agreed to in writing by the Parties. UKG shall comply with all U.S. Privacy Laws applicable to it as a “Service Provider” or in its role as a processor of Personal information. Customer shall comply with all U.S. Privacy Laws applicable to it as a “Business” or the controller of Personal information. Notwithstanding, UKG is not responsible for complying with U.S. Privacy Laws applicable only to Customer or Customer’s industry.

1. Definitions

1.1 In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

“**Affiliates**” means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer and which are doing business in the United States. “Control” (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

“Applicable Laws” means any applicable provisions of all U.S. laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party’s respective business operations. UKG shall comply with all Applicable Laws applicable to UKG in its role as a Data Processor Processing Personal information. For the avoidance of doubt, UKG is not responsible for complying with Applicable Laws applicable to Customer or Customer’s industry. Customer shall comply with all Applicable Laws to Customer as a Data Controller

"Core Subscription Services" means UKG Pro, UKG Pro Workforce Management, UKG Ready, and UKG Pro People Assist and UKG Pro Document Manager offerings identified in the Order.

“Data Subject” means an identified or identifiable natural person.

“**Personal Information**” means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including “personal information” as defined under the California Consumer Privacy Act (“CCPA”) and any similar terms, such as “personally identifiable information”.

“**Processing**”, “**Process**”, “**Processes**” and “**Processed**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Pseudonymized Data**” means the processing of Personal information in a manner that renders the personal information no longer attributable to a specific consumer without the use of additional information, provided that the additional information is kept separately and is subject to technical and organizational measures to ensure that the personal information is not attributed to an identified or identifiable consumer.

"Services" means Core Services and any other UKG Products and Services.

"Subprocessor" means any person (including any third party and any UKG Affiliate) appointed by or on behalf of UKG to Process Personal information on behalf of Customer in connection with the Agreement, a list of which is available on ukg.com, and which is incorporated herein by reference.

"UKG Processor" means UKG or a UKG Subprocessor.

"**UKG Other Products & Services**" means Professional Services and UKG products and services other than Core Subscription Services, which are subject to the specific Supplement for UKG Other Products and Services available on ukg.com.

"**U.S. Privacy Laws**" have the same meaning as in Applicable Laws and regulations concerning the privacy and security of information reasonably identifying or linked to an individual, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the "CPRA"); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 et seq. (the "CPA") the Connecticut Data Privacy Act, Public Act No. 22-15 (the "CTDPA"); the Utah Consumer Privacy Act, Utah Code § 13-61-101 et seq. (the "UCPA "); and the Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 et seq. (the "VCDPA").

2. Processing of Customer Personal information

2.1 UKG will only Process Personal information for the purpose, and in accordance with, the relevant Customer's instructions as documented in the Agreement and this DPA, unless Processing is required by the Applicable Laws to which the relevant UKG Processor is subject, in which case UKG to the extent permitted by the Applicable Laws, will inform Customer of that legal requirement before the Processing of that Customer Personal information. Schedule 1 to this DPA sets out certain information regarding UKG's Processing of Customer Personal Data.

2.2 UKG will not: (i) Sell or Share (as both terms are defined under U.S Privacy Laws) any Personal information; (ii) retain, use, or disclose such Personal information for any purpose other than performing the Services, the business purpose stated in the Agreement or as otherwise permitted by the U.S. Privacy Laws; (iii) retain, use, or disclose the Personal information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; (iv) retain, use, or disclose Personal information outside of the direct business relationship between Customer and UKG unless otherwise permitted under the Agreement; (v) combine Personal information UKG receives from, or on behalf of, Customer with personal information that it receives from, or on behalf of, another person or persons or collects from its own interaction with a consumer, provided that UKG may combine personal information to perform the Services or as set forth in the Agreement. UKG shall notify Customer if it makes a determination that it can no longer meet its obligations under U.S Privacy Laws and Customer may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal information. Customer may take reasonable and appropriate steps to ensure UKG uses Personal information collected pursuant to the Agreement and this DPA in a manner consistent with Customer's obligations under U.S Privacy Laws.

2.3 Customer hereby (i) instructs UKG (and authorizes UKG to instruct each Subprocessor) to (a) Process Personal information; and (b) in particular, transfer Personal information to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement, (ii) warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in this section on behalf of each relevant Customer Affiliate; and (iii) warrants and represents that it has all necessary rights in relation to the Personal information and/or has collected all necessary consents from Data Subjects to Process Personal information to the extent required by Applicable Law.

3. UKG Personnel

UKG will take steps to ensure that access to Personal information is limited to those individuals who: (a) need to know or access the relevant Personal information as necessary for the purposes of providing the Services under the Agreement or to comply with Applicable Laws in the context of that individual's duties to UKG; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

UKG shall implement reasonable and appropriate safeguards to protect Personal information as set forth in Schedule 2 to this DPA and incorporated by this reference.

5. Subprocessing

5.1 Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 7, including without limitation those Subprocessors provided herein and any new Subprocessors. Subprocessors used for UKG Other Products and Services may be listed under each applicable Services Description or Order Form or in an addendum to this DPA.

5.2 UKG will provide Customer with a mechanism to obtain notification of the appointment of any new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor at least thirty (30) days before said Subprocessor carries out Processing activities on Customer Personal information on behalf of Customer. Customer may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection by email to

privacy@ukg.com to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal information or is otherwise unable to reasonably address 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 Subprocessor and is not a termination for cause. UKG will cease providing the impacted services thirty (30) days following the notice of termination.

5.3 With respect to each Subprocessor, UKG will verify that the arrangement between UKG and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Customer Personal information as those set out in this DPA.

6. Data Subject Requests

6.1 If Customer receives a request from a Data Subject related to Personal information Processed by UKG, Customer can either: (a) retrieve the information necessary to fulfill the request from the Services; or (b) to the extent such information is not available to Customer through the Services, UKG will reasonably assist Customer in fulfilling the request upon written request.

6.2 If UKG receives a request from a Data Subject related to Personal information Processed by UKG , UKG will promptly redirect the Data Subject to its Customer and not respond to the request except on the documented instructions of Customer or as required by Applicable Laws to which UKG is subject, in which case UKG, to the extent permitted by the Applicable Laws, shall inform Customer of that legal requirement before UKG responds to the Data Subject request.

7. Personal information Breach

7.1 UKG will notify Customer without undue delay and in accordance with U.S. Privacy Laws upon UKG or any Subprocessor becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal information transmitted, stored or otherwise processed by UKG ("**Personal information Breach**") affecting Personal information, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal information Breach under the U.S. Privacy Laws.

7.2 In the event of a Personal information Breach, the Parties will reasonably cooperate with each other, and UKG shall take commercially reasonable steps to keep Customer informed as to the investigation, mitigation, and remediation of any such Personal information Breach.

7.3 Except as may be required by Applicable Laws, UKG will not notify Customer's affected Data Subjects about a Personal information Breach without Customer's prior written consent.

8. Deletion or Return of Customer Personal information

8.1 Subject to Sections 9.2 and 9.3, following the latter of either (i) termination or expiration of the Agreement or (ii) cessation of the Processing of Customer Personal information, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal information that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

8.2 Notwithstanding Section 9.1 above, each UKG Processor may retain Personal information to the extent and for such period as required by Applicable Laws, provided that UKG will ensure the confidentiality of all such Personal information and will ensure that such Personal information is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage.

8.3 Upon receipt of written request from Customer, UKG will provide written certification to Customer that it has complied with this Section 9.

9. Audit rights

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for any and all acts or omissions of any such third party. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG' information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report for Core Subscription Services, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and

scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

10. Law Enforcement Requests

UKG agrees to notify Customer of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over UKG for disclosure of Customer Personal information processed under this DPA ("Disclosure Request") to the extent permitted by applicable law. UKG shall not respond to Disclosure Requests without notifying Customer and receiving written authorization from Customer to respond to such Disclosure Request, except as required under Applicable Laws or order of court or governmental authority with competent authority and jurisdiction over same.

11. General Terms

11.1 DPA Priority. Nothing in this DPA reduces UKG's obligations under the Agreement in relation to the protection of Personal information or permits UKG to Process (or permit the Processing of) Personal information in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

11.2 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

11.3 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained there.

11.4 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Customer Personal Data, including without limitation, any terms that may be imposed upon UKG by means of any "click-through", forms, applications, or any other terms and conditions which are presented to UKG in the course of UKG's engagement with Customer.

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

Schedule 1: Details of Processing of Customer Personal Data

This Schedule 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Customer Personal Data

Provision of the Services are set out in the Agreement and this DPA, where UKG acts as a data processor, and for business operations, as an independent controller.

UKG will use and otherwise process Customer Data only as described and subject to the limitations provided below (a) to provide Customer the Services in accordance with Customer’s documented instructions and (b) for business operations incident to providing the Services to Customer.

Processing to Provide Customer the Services

For purposes of this DPA, “to provide” a Service consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Keeping Services up to date and operational, and enhancing user productivity, reliability, efficacy, quality, and security.

When providing Services, UKG will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar business purposes, or (c) sell or share Personal Data.

Processing for Business Operations Incident to Providing the Services to Customer

For purposes of this DPA, “business operations” means the processing operations authorized by Customer in this section.
Customer authorizes UKG:

- to create aggregated statistical, non-personal data from data containing Pseudonymized identifiers (such as usage logs containing unique, Pseudonymized identifiers);
- to calculate statistics related to Customer Data; and
- to de-identify Customer Data to enhance and create new functionalities.
- in each case limited to to providing the Services, such as billing and account management; internal reporting and business modeling, and product strategy; and enhancing Customer’s experience.

When processing for these incident business operations, UKG will apply principles of data minimization, confidentiality and will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, (c) any other purpose, other than for the purposes set out in this section or (d) Sell or Share Personal Data.

The types of Customer Personal Data to be Processed

All Customer Personal Data required by UKG to correctly provide the Services to Customer pursuant to the Agreement which may include, without limitation: employee first and last name, employee ID number, department code, badge number, job title, absence information, identification and contact information of Customer data subjects, employment and education details of Customer data subjects, other information that Customer may collect in order to pay and manage its workforce.

The categories of Data Subject to whom the Customer Personal Data relates

Customer’s employees, contractors, and job applicants.

=Privacy related contact:
UKG: privacy@ukg.com
Customer: As specified in this DPA, in the Order Form or in the Statement of Work

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

Schedule 2: Technical and Organizational Measures

The following Technical and Organizational Measures are applicable to UKG Core Subscription Services. The specific Supplement for UKG Other Products and Services to this DPA is applicable to any UKG Other Products & Services.

1. ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Customer upon request. UKG shall ensure the data center carries out its own SOC 2 audits and provide such reports to Customer upon request.

2. ISO 27000 Series Audits: UKG shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the UKG Services. UKG shall also ensure the datacenter used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, UKG shall provide the certificates to Customer.

3. Entity Controls: Consistent with UKG’s obligation to maintain its compliance programs as described above, UKG shall continuously carry out the following security measures:

a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.

b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG’s Code of Conduct upon hire.

c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.

d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.

e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.

f) Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.

4. Application and Network Controls:
a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG’s systems used in the provision of the Services shall be monitored.

b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.

c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.

d) Secure Coding Practices: UKG developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.

e) Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

f) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.

g) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

h) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

i) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.

j) Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.

k) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.

l) Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, UKG will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.

m) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.

n) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.

5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

6. Incident Response and Notification:

a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal information has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Laws.

b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.

7. Disaster Recovery: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.

8. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG's declaration of disaster, UKG shall implement said plan to return the Services to operation. UKG shall annually test and review its business continuity plan and update as necessary.

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

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

Supplement to UKG DPA for UKG Other Products and Services

This Supplement to UKG DPA located at https://www.ukg.com/ukg-unified-dpa (“DPA”) is by and between the UKG entity as the Processor of Customer Personal Data (“UKG”) set forth in the Order or Statement of Work that references UKG Master Services Agreement (“Agreement”) and the person or entity that is named on such Order or Statement of Work on behalf of itself and Customer Affiliates as the Controller of Customer Personal Data (“Customer”).

WHEREAS, Customer has ordered UKG Other Products and Services (as defined in the DPA), the parties agree that the following provisions will apply with respect to the Processing of Customer Personal Data provided or accessed through the UKG Other Products and Services. **NOW THEREFORE,** in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to modify the terms of the DPA with respect to the UKG Other Products and Services as follows:

1. **Subprocessors.** For purposes of the UKG Other Products and Services, the list of UKG Subprocessors here shall be supplemented by the Subprocessors set out in the Order Form or Statement of Work.

2. **Technical and Organizational Measures.** The following Technical and Organizational Measures are applicable to UKG Other Products & Services.

2.1. Entity Controls: UKG shall continuously carry out the following security measures:

a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.

b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG’s Code of Conduct upon hire.

c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.

d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.

e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.

2.2. Application and Network Controls:

a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG’s systems used in the provision of the Services shall be monitored.

b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.

c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.

d) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.

e) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

f) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

g) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.

h) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.

i) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.

j) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.

2.3. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

2.4. Incident Response and Notification:

a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal Data has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Law.

b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.

2.5. Disaster Recovery: UKG shall maintain a Disaster Recovery plan.

2.6. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster.

Except as set forth in this Supplement, the DPA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Supplement and the DPA, the terms of this Supplement will prevail, but only as applied to the UKG Other Products and Services.

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

Exhibit 3

EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/ or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

1. Definitions.

In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

"Depot Exchange Service" means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

"Depot Repair Service" means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

"Equipment" mean UKG equipment such as time clocks, that are included on the Order.

"Equipment Description" means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

"Equipment Documentation" means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at https://www.ukg.com/support.

"Equipment Support Services" means Equipment maintenance and support services option stated on the Order.

2. Purchase or Rental Equipment. Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit 3-A applies, and if Customer rents Equipment, Exhibit 3-B applies.

3. Payment and Invoicing. The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.

4. Shipping and Title.

4.1 Shipping. UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

4.2 Shipments to United States Destinations. All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

4.3 Shipments to Destinations Outside of the United States. Shipments to Customer destinations located in countries where UKG or one of its affiliates has an office are DDP (Delivered Duty Paid), and UKG is responsible for all duties and Value Added Taxes (VAT). Shipments to Customer destinations located in countries where UKG or one of its affiliates does not have an office are DAP (Delivered At Place), and Customer is responsible for import clearance, all duties and VAT. Shipments to UKG from a Customer location outside of the United States are DDP, and Customer is responsible for all duties and VAT. For the initial shipment of purchased Equipment to Customer outside of the United States, title of the Equipment passes to Customer upon delivery to the identified destination.

4.4 Title. Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

5. Customer Responsibilities.

5.1 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged

to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

5.2 Returning Equipment. When returning Equipment as permitted by the Addendum, Customer shall (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

5.3 Restrictions. In addition to the Use Restrictions set out in Section 2.2 of the Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

6. Support Services.

6.1 Description. UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

6.2. Support Process.

(a) Troubleshooting and return. In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer shall notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

(b) Additional terms for Depot Exchange Service. UKG will replace Equipment subject to Section 6.2(a). UKG will ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer shall package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

(c) Additional terms for Depot Repair Service. Subject to Section 6.2(a), Customer shall ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

(d) Device Software Maintenance. If Customer has active Device Software Maintenance, UKG will provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services.

(e) Per-event Repair Service. Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer shall ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

6.3 Spare Equipment. For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

6.4 Exclusions. UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

(a) Any cause external to the Equipment including, but not limited to Force Majeure causes;

(b) Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;

(c) Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;

(d) Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;

(e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or

(f) Customer's repair, attempted repair or modification of the Equipment.

7. Export. Section 10.3 of the Agreement shall apply to the provision and use of Equipment under this Addendum.

8. Warranties.

8.1 Equipment Support Services. UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

8.2 Equipment Service Packs. UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conforms to the Equipment Documentation.

8.3 Remedies. To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

8.4 Disclaimer. Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

8.5 Customer Warranty. Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

9. Limitation of Liability.

9.1 Monetary Cap. THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

10.1 FS/FR Warranty. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to utilize finger scan and/or facial recognition technology or not, and to provide these technology options to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including undertaking a legitimate interest assessment, where required). If required by law, Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial

recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.

10.2 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, 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 EQUIPMENT 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.

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

Exhibit 3 A Purchased Equipment Description

Exhibit 3-A

Purchased Equipment Description

This Purchase Equipment Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

1. Definitions.

In this Exhibit 3-A, capitalized terms shall have the meanings set out below:

"Initial Term" – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

"Renewal Term" – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

"Term" – means the Initial Term and any Renewal Terms, together.

2. Invoicing of Purchased Equipment and Support Services. UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

3. Renewal and Termination.

3.1 Upon expiry of the Initial Term, the term of the Equipment Support Services will renew for successive Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for Equipment Support Services may change on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

4. Support Services.

4.1 Option. Customer may purchase the following Equipment Support Services packages:

(a) Depot Exchange Service;

(b) Depot Repair Service; or

(c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of the Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG's per-event rates will apply.

4.2 Term. Unless expressly agreed by the Parties in writing, the Initial Term and each Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Renewal Term commencing on the expiry of the Initial Term or the previous Renewal Term.

5. Warranty. Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG's entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five (5) year period.

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

Exhibit 3 B Equipment Rental Description

Exhibit 3-B

Equipment Rental Description

This Equipment Rental Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

1. Definitions.

In this Exhibit 3-B, capitalized terms shall have the meanings set out below:

"Billing Start Date" – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

"Billing Frequency" – means the invoice frequency of Equipment Rental Fees, as set forth on the Order.

"**Equipment Rental Fees**"**–** means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

"Initial Term" – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

"Renewal Term" – means the renewal billing term of the rented Equipment as set forth on the Order.

"Term" – means the Initial Term and any Renewal Terms, together.

2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

3. Renewal and Return

3.1 On expiry of the Initial Term and expiry of each Renewal Term, each as indicated on the Order, the Term of the rented Equipment will automatically renew for the duration indicated on the Order as the Renewal Term unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

3.3 Within thirty (30) days of the date of termination or expiration of the Term, Customer shall, at Customer's expense, return all rented Equipment to UKG in the same condition as it was in when originally received by Customer, reasonable wear and tear excepted. Customer shall pay UKG the then-current list price of any rented Equipment that Customer fails to return as required under this Addendum.

4. Ownership. Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer shall not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer shall not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

5. Support Services. The Depot Exchange Service applies to all rented Equipment at no additional cost.

6. Warranty. Unless otherwise expressly agreed in writing, rented Equipment is provided "AS IS" with all faults UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.

Exhibit "D" UKG Perpetual Software Terms and Conditions Contract

Exhibit “D-1” UKG Perpetual Software Commercial Terms and Conditions

UKG PERPETUAL SOFTWARE COMMERCIAL TERMS AND CONDITIONS (2024.08.02)

UKG TERMS

A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH UKG Kronos Systems LLC (“UKG”), AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR PERPETUAL SOFTWARE LICENSE, SOFTWARE SUPPORT SERVICES AND RELATED PROFESIONAL SERVICES OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: **GENERAL TERMS AND CONDITIONS. This Section apply for all transactions.**

SECTION B: **TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES. This Section apply for all transactions except Workforce Ready and the Workforce Central SaaS offering (not including the professional and educational services governed by this Section).**

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by UKG Kronos Systems LLC (“UKG”) from an eligible Participating Public Agency (“Customer”) for all Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an “Order”).

In addition to the terms set forth in this Section A: General Terms and Condition and Section B shall apply to the Software licenses and purchased Equipment, support services, and professional and educational services.

All orders are subject to the approval of UKG. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

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

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer’s obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain UKG prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

“Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as “confidential” at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be UKG’ Confidential Information and trade secret. 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 (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party’s Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. 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 who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), 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 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party’s Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party’s confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to UKG a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement , as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by UKG, exclusive of taxes based on UKG net income or business privilege.

6. TRAVEL EXPENSES
Customer agrees to reimburse UKG for all pre-approved, reasonable and necessary travel incurred by UKG in the performance of its obligations under this Agreement provided that such travel complies with the then current UKG Travel and Expense Policies (such policies are available upon request) or such other mutually agreed policies or mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by UKG in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by UKG for such travel expenses and payment thereof shall be due net 30.

7. GENERAL
(a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
(b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of UKG and any purported assignment, without such consent, shall be void.
(c) 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").
(d) All notices given under this 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.
(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and 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 product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any 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 Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is UKG Incorporated, 297 Billerica Road, Chelmsford, MA.
(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.
(j) Customer may pay an invoice by credit card if the amount is not greater than $50,000.00.
(k) UKG agrees to comply with any applicable federal, state and local laws and regulations.
(l) Additionally, UKG agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES

This Section B applies to Software licensed, Equipment purchased, support services for Software and Equipment, and educational and professional services, when such items are identified on the Order which expressly references this Agreement.

1. PAYMENT AND DELIVERY
Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). UKG will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered.

2. GENERAL LICENSE TERMS
UKG owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without UKG' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. UKG grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by UKG by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from UKG. Upon such termination of this license by UKG, Customer will have no further right to use the Software and will return the Software media to UKG and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Section B.

3. FEE BASED LIMITATIONS
Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features

permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (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 Software without the express prior written consent of UKG.

4. OBJECT CODE ONLY
Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section B. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

5. PERMITTED COPIES
Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the UKG iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES
In the event that UKG supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. ACCEPTANCE
For Customer's initial purchase of each Equipment and Software product UKG shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the UKG published electronic documentation, ("Specifications").
The Test Period shall be for 30 days. If Customer has not given UKG a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, UKG shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or UKG may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to UKG, and UKG shall refund any monies paid by Customer to UKG for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

8. LIMITED WARRANTY
UKG warrants that all UKG Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's remedy shall be UKG' repair or replacement of the deficient Equipment and/or Software media, at UKG' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:
(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including 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 Specifications; or
(c) malfunctions resulting from the use of badges or supplies not approved by UKG.

When using and applying the information generated by UKG products, Customer is responsible for ensuring that Customer complies with requirements of federal and state law where applicable. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon UKG, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

9. PROFESSIONAL AND EDUCATIONAL SERVICES
(a) ENGAGEMENTS
Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis and described in a statement of work. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and UKG' resource scheduling purposes. After the dollar limit is expended, UKG will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by both parties.

(b) WARRANTY
UKG warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that UKG breaches this warranty, and Customer so notifies UKG within 30 days of receipt of invoice for the applicable services, the Customer's remedy and UKG' liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(c) UKG PROFESSIONAL/EDUCATIONAL SERVICES POLICIES
UKG' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW.

10. SOFTWARE SUPPORT SERVICES

The following terms and conditions shall govern the Software support services provided by UKG to Customer.

10.1 SUPPORT OPTIONS
Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the UKG Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

10.2 TERM OF SOFTWARE SUPPORT
Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service may be renewed for additional one (1) year terms on the anniversary date of its commencement date by mutual written agreement of the parties or by UKG sending Customer an invoice for the applicable renewal term and Customer paying such invoice prior to the commencement of such renewal term. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by UKG with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

10.3 GOLD SERVICE OFFERINGS
Customer shall be entitled to receive:

(i) Updates for the Software (not including any Software for which UKG charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by UKG. If Customer requests UKG to install such Updates or to provide retraining, Customer agrees to pay UKG for such installation or retraining at UKG' pricing set forth in this Agreement.

(ii) Telephone and/or electronic access to the UKG Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding UKG holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to UKG knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by UKG. Current offerings can be found at https://www ukg com/support-policies-and-services .

(iv) Web-based remote diagnostic technical assistance which may be utilized by UKG to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by UKG such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:
Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, UKG Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG product training for the Software covered under this Section B at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, UKG shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software.

10.5 PAYMENT
Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice

10.6 ADDITION OF SOFTWARE
Additional Software purchased by Customer as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to the Support Services at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition as per the Order.

10.7 RESPONSIBILITIES OF CUSTOMER
Customer agrees (i) to provide UKG personnel with full, free and safe access to Software for purposes of support, including use of UKG' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than UKG without prior written authorization from UKG. Failure to utilize UKG' remote access technology may delay UKG' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by UKG, then Customer must purchase the Plus option to receive support and provide UKG personnel with full, free and safe access to the remote access hardware and/or software.

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10.8 DEFAULT
Customer shall have the right to terminate UKG support services in the event that UKG is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, UKG shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. UKG reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with UKG and such default is

not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

10.9 WARRANTY
UKG warrants that all support services shall be performed in a professional and competent manner.

11. UKG SUPPORT SERVICE POLICIES
UKG' then-current Support Services Policies shall apply to all Support Services purchased 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.

12. TRAINING POINTS
Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led session, information is available upon request and each session has the Training Points value indicated. Training Points are invoiced when used by the Customer. Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other UKG products and/or services.

13. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:
The parties hereby agree that the following terms shall apply to Customer's purchase of the UKG KnowledgePass Education Subscription only, if specified on the Order Form:

Scope: The KnowledgePass Education Subscription is available to customers who are licensing UKG' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with UKG. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by UKG (the "KnowledgePass Content"), including:

Product and upgrade information for project teams and end users
Hands-on interactive instruction on common tasks
Self-paced tutorials covering a range of topics
Job aids
Knowledge assessment and reporting tools to measure progress
Webinars

Term of Subscription: The annual KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. UKG will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

The KnowledgePass Subscription is available when the Customer subscribe on annual basis.

Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by UKG. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the 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.

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

14. INDEMNIFICATION
UKG agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by UKG, provided that: i) UKG is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with UKG in connection with the foregoing and provides UKG with all information in Customer's possession related to such claim and any further assistance as reasonably requested by UKG. UKG will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by UKG. Should any or all of the Software as delivered and maintained by UKG become, or in UKG' reasonable opinion be likely to become, the subject of any such claim, UKG may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to UKG for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, UKG agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

15. LIMITATION OF LIABILITY
CUSTOMER'S EXCLUSIVE REMEDIES AND UKG' SOLE LIABILITY FOR ANY UKG BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR i) UKG' INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; (II) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE

OTHER PARTY'S EMPLOYEES, IN NO EVENT SHALL UKG' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL UKG OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

16. TERMINATION OF ORDER FORM OR SOW

(a) Termination for breach. For any breach of this Agreement by UKG in relation with that Customer which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this the Order Form or applicable SOW upon thirty (30) days prior written notice to UKG, provided UKG has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity subject to the terms of this Agreement.

(b) Termination for non-appropriation of funds. Should the funding for the services ordered by Customer be discontinued, Customer shall have the right to terminate the Order Form relating to such services ordered upon a 30 days written advance notice to UKG. In such event, the Customer agrees to pay for the products delivered and the services performed under the terms of the Agreement prior to the receipt by UKG of the termination notice.

Exhibit “E” UKG Statements of Work

UKG Launch UKG Ready Statement of Work "Confidential"

Exhibit "E" UKG Statements of Work

UKG One View Connect Statement of Work

UKG Statement of Work for UKG One View Connect

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. 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 SOW. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

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

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

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during Customer's deployment. The project team follows this framework to transition Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) testing for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Service(s) in Scope

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

Subscription Service	Go Live Phase
UKG One View Connect	Multiple

3. Launch Parameters

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

Launch Item	Guidelines
Project Launch and Completion	• The typical duration for the Subscription Service(s) Launch will vary based on the scope and number of pay groups. • Launch services end when the agreed upon scope of services is completed. • The duration of Launch is generally based on one (1) month for every fourteen (14) pay groups. • Additional services, if necessary to complete the Launch, will require a separate Service Request.

Launch Item	Guidelines
Launch Pricing	• Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order. • Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Material scope changes impacting project resource requirements and/or Launch duration will require a separate Service Request.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • Customer's project manager is the appointed point of contact for Customer on this project. 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 Customer.
Work Hours	• UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. • Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Access and Travel	• All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request or work order. • Customer will provide UKG resources with access to necessary infrastructure. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). • Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s) as contracted in the Order	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team • Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements			
	• Lead requirements workshop(s) to aid Customer in gathering business requirements • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on	• Participate in requirements and testing strategy workshops • Gather policy/procedure documentation and business use cases to complete data collection process • Describe expected solution, business process(es), and business rules for all employee	• Requirements workshop(s) delivered enabling the data collection process • Testing strategy workshop(s) delivered supporting testing strategy definition • Document detailing project assumptions, risks, and configuration needs jointly

Launch Phase	UKG	Customer	Deliverables
	completed requirements and UKG recommended configurations • Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan	groups in scope • Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines • Participate in the documentation of project assumptions, risks, and configuration needs	produced • Updated project plan delivered detailing activities and primary milestones of the project
Build			
	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test			
	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects	• User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live			
	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services

UKG Resource	Key Responsibilities
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Payment Services Subject Matter Expert	• Primary point of contact for payment services related activities

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker
Other Subject Matter Experts	• Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area

6. Professional Services and Subscription Service Assumptions

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

Professional Training and User Adoption Services	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from Customer to validate system readiness prior to Go Live

Subscription Services	Assumptions

UKG One View Connect	UKG will:
	• Lead Customer through a multi-country, multi-phased deployment of UKG One View Connect for the countries set forth in the Order.
	• Configure the UKG One View Connect system per Customer pay group requirements for the countries set forth in the Order.
	• Support Customer's company data and/or employee data migration via one (1) of the following methods:
	  o HCM synchronization
	  o One View template population
	  o One View UI entry
	• Validate Customer's data load, payment tests and the successful syncing of live data
	• Provide cut-over support for the first full cycle of live operation
	
	Customer will:
	• Extract applicable company and/or employee data from existing legacy system(s) and enter via One View Connect UI or UKG-provided template (applies only if data is not being synchronized from HCM system)
	• Provide a payroll register
	• Support payment tests (if in scope) in the agreed timeframe
	• Support of testing of the General Ledger (if in scope)
	• Complete the necessary training
	• Own internal change management and any new process required to use the Product

7. Service Requests

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

The following excluded items are considered out of scope and will require a 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 assess the time and costs needed to implement the Service Request, its impact on the project's delivery, and will quote the effort based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

Exhibit “E” UKG Statements of Work

UKG One View Managed Services and Payments Statement of Work

Statement of Work for One View Managed Services and Payments

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. 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. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

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

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

1. Introduction to Launch

UKG's launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The launch methodology includes the following phases:

Launch Phase	Description
Welcome	During the Welcome stage, the Customer will complete training on the One View Academy and will complete the One View Welcome Pack. The One View Welcome Pack is to be completed by the Customer no later than 5 days prior to the commencement of the project. This is to ensure that all key tasks are completed prior to project kick off and that both the Customer and UKG are set up for a successful delivery of your project. If this pack isn't completed prior to the commencement of the project, this may delay the project kick off/launch and the start of the Requirements stage.
Requirements	During the Requirements stage, the project governance structures are agreed. A detailed project plan is agreed and signed off for Phase 1 with additional phases agreed in advance of each subsequent phase commencing. A set of workshops will be completed during this stage to define the information which is required from the Customer. This information will be provided by the Customer in a set of definition templates and will be used by UKG to configure specific items in the system based on the Customer's information. The One View initial build will contain the standard baseline configuration in line with the process catalogue and is then supplemented with the Customer specific setup. All relevant information needs to be provided by the Customer in this stage.
Build	During the Build stage, the One View standard build is supplemented with the Customer-specific configuration and as defined in the Requirements Stage. The data provided by the data integration and/or in the migration templates is populated into the One View test environment. The Customers Project Team are guided in a playback walk-through of end-to-end (E2E) business processes on the configured platform. The Customers Project Team will complete the HCM Data validation to ensure that the team are familiar with One View standard operating procedures in advance of the parallel run. The Customer Project Team will also complete People Data Readiness activity on data integrated/loaded to validate that the data is parallel run ready.
Test	The parallel run is completed during this stage. This involves the running of full payrolls for all countries (where possible) and reconciling these against the legacy payroll provider for the same period using the One View standard parallel run reconciliation protocols, exit criteria, and tolerances. Validation of GL files and execution of payments tests for payments and/or employee bank files are completed.
Go Live	In Live Operation, everything is as per business-as-usual operation, this includes systems, processes, and people. Live operation responsibility sits with the One View Payroll Operations Team. The One View Project Team will coordinate activity and final project activities such as ensuring the One View logons are released to the Customer's employees to view payslips and will remain active in support to close out any outstanding project actions or tasks.

2. Subscription Service(s) in Scope

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

UKG One View Managed Services Product Modules	Description
Payroll Inputs	There are two routes for data to be input into the global payroll process: 1. Integrated into the One View API layer by the Customer systems, utilizing the UKG prescribed API formats. a. HCM Data b. Salary (additional recurring payment elements dependent upon HCM) c. Organisation assignments 2. Data entry/upload by the Customer Payroll Manager directly into One View. a. Leave of Absence data – where mastered outside the HCM i.e. WFM system b. Recurring payment elements (where not integrated) c. Variable elements (extra and one-off payments d. Employee beneficiary / banking details e. Non-HCM data (country level information) f. Non-HCM documentation (country level) The actual breakdown between API and Data Update(s) will be further defined in the Integration Design Document (IDD) that is completed as a deliverable of the Requirements stage of the Launch methodology.
Payroll Results Set	A payroll results set is available from the One View solution allowing a full review of the payroll to inform decisions regarding payroll amendments, approval and sign off. The payroll results are fully downloadable from One View following the payroll processing by UKG and its in-country partners (ICPs). The payroll results set includes: 1. Standard Set a. Standard gross to net (GTN) report: The One View gross to net is a created report that is constructed from the detailed pay element data (element by element, person by person). The report is a universal gross to net format across all jurisdictions representing each detailed component of the payroll gross to net process. b. Standard variance analysis report: The One View standard variance analysis compares the current payroll (element by element, person by person) to the previous payroll run. c. Payments listing report: This report shows all the payments [to individuals and to relevant third parties] in a simple Excel based listing to support the Customer payroll approval process. d. One View pay statements: These UKG generated pay statements are produced at the time of draft payroll to support Customer decision making. e. Bank detail change audit report: this additional system generated control report can be configured to run for each payroll cycle and list out either a full set of bank detail old vs. new values, or only list those details which have changed in the payroll period. 2. Advanced Option a. Detailed GTN report: As per standard GTN but with additional data points to create a more detailed and granular view and visibility of the payroll results at a gross to net level, within standard One View capabilities. If implemented, this GTN is in place of the standard gross to net. The additional data points available are: i. Employment start date ii. Employment end date iii. Organizational assignment / hierarchy components
Pay Statements/Payslips	All the payroll results set items are in a standard Excel format across all jurisdictions to ensure the ease of use for Customer team members managing multiple jurisdictions. As standard, a local compliant payslip is available to the employees and administrators within One View. In addition to this (for all administrators) one of the core functionalities of One View is the ability to provide a universal, standardized global payroll payslip across all jurisdictions processed by UKG. This pay statement provides all details of the payroll as processed on the GTN. Employee payslips are encrypted with an employee self-service managed password. Payslips are available to the employee through the One View Employee Self Service Portal as standard for all staff. Employee access is automatically shut down several days after the employees' final date of

UKG One View Managed Services Product Modules	Description
	employment, with the default value of this being 60-days.
Employee Statutory Payroll Documents	UKG delivers the capability for the employee to access self-service payroll documents generated as part of the One View Platform and Service. These documents are stored against the employee records and categorized accordingly as: 1. Payslips 2. Period-end documents 3. Other documents
Standard General Ledger (GL) (Off-the Shelf Approach)	UKG will provide a standard GL as a single output file format which is applicable to the primary financial management system (FMS) across all countries, including a single global chart of accounts (CoA), unless agreed otherwise. The file is a fully balanced GL file [i.e. debits equal to credits] for the payrolls being output after each pay run. The standard GL can be configured to be reported at employee cost level and summarized at cost center level if so desired by the Customer, with the desired choice applied across all in-scope payrolls. The standard GL assumes that both a single financial management System (FMS) and a single global CoA is in place; if different, this needs to be raised by the Customer with the One View presales team to cost accordingly, as a Non-Standard Enhancement. The output file format is a comma separated variable (CSV) file which is the most commonly acceptable file for a FMS. Pay (or wage) elements from payroll system(s) generally have no meaning in a FMS, therefore UKG offers a standard capability to map these pay elements to the Customers nominal accounting codes. The order of columns within the GL can be configured by the Customer and the inclusion or exclusion of existing standard One View columns of data can be configured by the Customer. The GL is generated at the end of the payroll cycle and is available to download from One View by the Customer payroll team with the appropriate access levels.
Integration (Off-the Shelf Approach)	For all inbound interfaces where the Customer is responsible for delivery, it is assumed that the Customer will satisfy One View standard integration mechanisms and specifications. The HR record, organizational structure and salary information is included as standard. All integrations will be delivered via restFul APIs with pre-built connectors (HCM & WFM) wherever possible. Additional APIs can be built for inbound data with the UKG General Inbound Adapter (GIA) where required. For all outbound interfaces where the Customer is responsible for delivery, it is assumed that the Customer will be able to build the extracts/interfaces themselves using the One View API connectors and integration framework. For all outbound interfaces where the Customer is responsible for delivery, it is assumed that the Customer will be able to build the extracts/interfaces themselves using the One View API connectors and integration framework. Full integration specifications will be built out within the Integration Design Document (IDD) and signed off as part of project kick off.
Non-Standard Enhancements	The following services may be provided by UKG as part of a Service Request, at an additional cost, the provision and pricing of which is to be determined solely by UKG: 1. Further configuration and development UKG One View: a. non-standard report design and configuration; b. user interface customisation including branding and dialect/language changes; c. Customized bank file, GL, payroll input/change file and other interface changes d. integration with HRM/HCM, workforce management or finance systems beyond one global standard or the integrated data points detailed in Payroll Inputs; e. pre-loading of historical data, such as gross-to-net results sets from prior years to support historical analytics. f. In-country services outside of the standard scope. 2. Customer meetings (phone or in-person) requested in addition to those set out herein or in the Services Description. 3. Provision of UKG One View Payments in a country or jurisdiction where UKG's regulated third-party payment partner is unable to perform such Services. If an In-Country Partner (ICP) or other regulated third-party payments provider are able to

UKG One View Managed Services Product Modules	Description
	perform the UKG One View Payments in such country or jurisdiction, then the Customer may be required to complete and execute certain forms during the Project which may include (without limitation) additional terms and conditions applicable to those Services.

UKG One View Payments Product Modules	Description
Global Payments and Funding Options	Schedule 1 of the Order will contain charges for all selected options. All country entities will be paid in local currency of the applicable payroll, unless otherwise agreed during the Requirements stage of the Project and set forth in the Order. Any exceptions to this will be documented in Schedule 1 of the Order. As part of the overall Welcome pack, a payments welcome pack is included within this and during the Welcome stage, there will be a payments/bank file workshop where this SOW and the payments welcome pack documentation will be referenced with regards to the chosen payment method in each country.

3. Launch Parameters

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

Launch Item	Guidelines
Project Launch and Go-Live Phases	• UKG will support the launch of Go Live for each Subscription Service set forth in the Order. Additional support for Go Lives, if needed, will require a separate Service Request. • Launch will be completed in phases supporting a full rollout and single or multiple Go-Lives according to the scope of the project. • The proposed phasing in the Order is based on multiple factors including (without limitation) headcount per country, restrictions on when a payroll provider in-country can be changed, and known country complexity. • Launch services for each applicable Phase (Go Live of Countries) end when the agreed upon scope of services is delivered or a maximum of six (6) months after the Phase project kick-off date, whichever comes first. Additional services, if necessary to complete a Phase launch, will require a separate Service Request.

Parallel Runs and Exit Criteria	• A maximum of two (2) parallel runs may be deployed, in UKG's sole discretion. In a successful parallel run, UKG identifies any discrepancies that may result from the execution of the parallel run if the inputs differ or produces the same result as the existing live payroll system based on the same inputs.
	• UKG will perform an initial reconciliation identifying all differences. This can only be completed if the outputs of the outgoing provider are shared in UKG standard formats. Collaboration is required between UKG and the Customer to identify the root cause of the differences and to agree the appropriate actions (in line with parallel run scope).
	• Recalculations (i.e. parallel re-runs) will be completed to address the following:
	  ○ Any missing or incorrect calculations by One View;
	  ○ Differences in calculations used where the method used by the outgoing provider is agreed by the parties to be required.
	• Recalculations will not be completed to address the following:
	  ○ Differences that occur due to payroll inputs not being submitted correctly or on time;
	  ○ Differences that occur due to an error in calculation by the outgoing partner;
	  ○ Differences that occur due to incorrect data provided for initial data migration.
	• Once the differences are explained and the exit criteria has been fulfilled, the YTD information will be updated \so that the starting point for the next cycle is correct. Further reconciliation reports/matching exercises are not part of the standard parallel process.
	• A parallel run is deemed successful if it meets the following exit criteria:
	  ○ The Parties agree upon the parallel run outputs, which are provided via UKG One View based on the outlined parallel run scope.
	  ○ All parallel run differences have been identified and explained by UKG.
	  ○ All parallel run differences have been within acceptable tolerances.
	  ○ One View GL matches One View payroll outputs and is structured as per agreed GL design document.
	• There may be cases where UKG produces different, but more accurate results than the existing live

Launch Item	Guidelines
	system. In these cases, UKG will have to be manually updated to bring it in line with the live system to ensure that all year-to-date figures reconcile at the point of go-live. In this instance, UKG will outline the approach to final reconciliation, and this activity is not part of the approval of the parallel run results.
Timeline and Pricing	• The Customer is responsible for any task that is not explicitly identified as UKG responsibility herein, including tasks with no assigned responsibility or tasks assigned to Customer third parties. • Project timeline and pricing assumes the Customer will be utilizing the UKG required internet browsers and/or Customer user operating systems which UKG supports for the deployment of One View. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Depending upon the preparation and engagement by the Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW. • Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. • UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the functionality beyond what is provided by the delivered Subscription Service(s). • Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. • UKG's quoted pricing does not include the Excluded Items set out in this SOW.
Integrations, Customizations or Other Work	• In the event Customer requests additional UKG integrations not specified in this SOW or changes to the agreed upon integrations, a separate Service Request will be required if agreed by UKG. • In the event Customer requests custom reports not specified in this SOW, a separate Service Request will be required if agreed by UKG. • In the event Customer requests any work which is not explicitly described in the Order, this SOW, or the Services Descriptions, a separate Service Request will be required if agreed by UKG.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • UKG will communicate with Customer's project executive/sponsor, 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.
Travel	• All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request. • Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary launch deliverables and acceptance criteria. As used below, "R" means Responsible; "A" means Accountable; "C" means Consulted; and "I" means informed.

Stage	Reference	Deliverable	UKG	Customer
Welcome	D-IMM-006	One View Browser Certification Matrix	A	
	D-IMM-007	Welcome Pack Delivered	A	
	D-IMM-008	Customer Training Pack - Access to the One View Academy	A	
	D-IMM-013	User Accounts for access to One View Familiarization environment	A	D-IMM-013
	D-IMM-018	Initial Customer & Pay Group Setup	A,R,I,C	D-IMM-018

Stage	Reference	Deliverable	UKG	Customer
	D-CUS-007	Customer Internal Launch	I	A,R
	D-CUS-010	Completion of Customer One View Academy Training	I	A,R
	D-CUS-011	Completion of Welcome Pack	I	A,R
	D-CUS-014	Provision of Payroll Year To Date 1/2 data in machine readable format	I	A,R
	D-CUS-017	Customer Change Management Initiated	I	A,R,I
	D-IMM-020	Stage Gate 1 Exit Approval	A,R,I	A,R
Welcome				
Requirements	D-IMM-021	Project Launch Meeting	A,R,I	R
	D-IMM-022	One View PPM tool access	A,R	I
	D-IMM-023	Detailed One View project plan	A,R	I
	D-IMM-014	One View Country Specific Payroll template	A	
	D-IMM-015	POA if relevant for in-scope Country	A	
	D-CUS-015	Completion of One View Country Specifications Payroll template	I	A,R
	D-CUS-016	Provision of POA if relevant for in-scope Country	I	A,R
	D-IMM-024	Initial Project Risk Assessment	A,R	R
	D-IMM-025	Release One View Customer Logins	A,R	I
	D-IMM-026	Technical Integration Workshop	A,R	R,I
	D-IMM-028	Platform & Engine (Corporate, Pay Groups, Pay Elements and Absence) Workshops	A,R	R,I
	D-IMM-029	General Ledger Workshop	A,R	R,I
	D-IMM-030	Payments Workshop	A,R	R,I
	D-IMM-031	Payroll Year to Date (YTD) Assessment	A,R	I
	D-IMM-032	Payroll YTD Provided to Partner	A,R	I
	D-IMM-012	Payroll YTD Data Requirements	A	
	D-IMM-034	Integration Design Document Issued	A,R	C,I
	D-IMM-035	General Ledger Design Document Issued	A,R,I	C,I
	D-IMM-036	Payments Design Document Issued	A,R	C,I
	D-IMM-037	Create Payroll Calendar v1	A,R	R,I
	D-IMM-038	Services Transition Planning	A,R,C	
	D-CUS-019	Project Plan Sign Off	R	A,R
Requirements	D-CUS-020	Country Data Download - Corporate and Person templates	C	A,R,I
	D-CUS-022	Integration Design Document Sign Off	C,I	A,R,I

Stage	Reference	Deliverable	UKG	Customer
	D-CUS-023	General Ledger Design Document Sign Off	C,I	A,R,I
	D-CUS-024	Payments Design Document Sign Off	C,I	A,R,I
	D-CUS-025	Corporate Template Completion	C,I	A,R,I
	D-CUS-027	Pay Element Template Completion	C,I	A,R,I
	D-CUS-028	Absence Template Completion	C,I	A,R,I
	D-CUS-029	Approve Payroll Calendar v1	C,I	A,R,I
	D-CUS-030	Person (dynamic) Template	C,I	A,R,I
	D-IMM-043	Stage Gate 2 Exit Approval	A,R,I	A,R
	D-CUS-031			
Build	D-IMM-044	Platform & Engine Setup Complete	A,R,I	I
	D-IMM-040	HCM Adaptor Deployed	A,R,I	R
	D-IMM-042	HCM Adaptor Validation Complete	A,R,I	R
	D-IMM-045	In- Country Engine Setup Pack Issued	A,R,I	I
	D-IMM-046	In-Country Partner Engine Setup Complete	A,R,I	I
	D-IMM-047	General Ledger Setup Complete	A,R,I	I
	D-IMM-048	Payments Setup and Validation Complete	A,R,I	I
	D-IMM-049	Payroll Operations Readiness 1/2	A,R	I
	D-IMM-050	Setup Customer on One View Service Desk - service management	A,R	I
	D-CUS-035	HCM Data Assessment	C,I	A,R,I
	D-CUS-036	Load Non-HCM Data	C,I	A,R,I
	D-IMM-059	People Data Provided to In-Country Partner	A,R,I	I
	D-IMM-060	People Data Setup Complete in In-Country Engine	A,R,I	I
	D-IMM-061	Production General Ledger Activation Complete	A,R,I	I
	D-IMM-052	Stage Gate 3 Exit Approval	A,R,I	A,R
	D-CUS-037			
Test	D-IMM-053	One View Playback Session	A,R,I,C	I
	D-IMM-062	Payroll Operations Readiness 2/2	A,R,I	I
	D-IMM-055	Request Funds for Test Payments	A,R,I	I
	D-IMM-056	Release Test Payments	A,R,I	I
	D-CUS-038	Provide Funds for Test Payments	I	A,R
	D-CUS-039	Validate Test Payments	I	A,R,I
	D-CUS-040	Business Process Validation	C,I	A,R,I
	D-IMM-054	Test General Ledger provided	A,R,I	I
	D-CUS-041	Validate Test General Ledger	I	A,R,I
	D-CUS-042	People Data Readiness	C,I	A,R,I
	D-CUS-043	Payroll YTD History 2/2 Payroll Engine	I	A,R
	D-IMM-066	Process Payroll	A,R,I,C	I
	D-IMM-067	PPR Reconciliation / Validation	A,R,I,C	I

Stage	Reference	Deliverable	UKG	Customer
	D-IMM-068	Provide Payroll Outputs	A,R,I	I
	D-IMM-069	Provide General Ledger	A,R,I	I
	D-IMM-070	Payroll Calendar v2	A,R	R,I
	D-CUS-044	Submit Changes for PPR Run	I	A,R
	D-CUS-046	Provide Payroll Results for PPR Run Cycle from Active Payroll Process	I	A,R
	D-CUS-047	Sign off of Parallel Payroll Run	I	A,R,I
	D-CUS-048	Sign off of General Ledger	I	A,R,I
	D-IMM-071	Pre Go-Live Review	A,R,I	A,R,I
	D-CUS-049	Approve Payroll Calendar v2		A,R,I
	D-IMM-072 D-CUS-050	Go-Live Decision	A,R,I	A,R,I
	D-IMM-074 D-CUS-051	Stage Gate 4 Exit Approval	A,R,I	A,R
Go Live	D-IMM-075	Complete Statutory Enablement	A,R,I	I
	D-IMM-076	Execute a Live Payroll	A,R,I	I
	D-IMM-077	Release One View Employee Logins	A,R,I	I
	D-IMM-078	Complete Transition from Implementation to Post Live	A,R	I
	D-CUS-052	Live Payroll Reconciliation / Validation	C	A,R
	D-CUS-053	Sign off of first Live Payroll Run	I	A,R,I
	D-CUS-054	One View Login Communication to Employees	I	A,R
Project Phase Closure	D-IMM-079 D-CUS-055	Post Go-Live Open Action Review	A,R	R
	D-IMM-080 D-CUS-056	Lessons Learned Workshop	A,R	R
	D-IMM-081 D-CUS-057	Phase Completion Sign Off	A,R,I	A,R,I

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the launch associated with the Subscription Service(s) purchased. UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
UKG One View Sponsor	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting.

UKG Resource	Key Responsibilities
	• Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Payroll Solution Consultants	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of global and in-country requirements.
Payments Specialist	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of payments solution.

The Customer will provide resources and subject matter experts (SMEs) as described below or as otherwise mutually agreed to in the project plan based upon the Subscription Service(s) purchased.

Customer Resource	Duties & Responsibilities
Project Executive or Sponsor (Responsible Person)	• Ultimate responsibility for the successful delivery of the project • Oversee business case • Monitor and control the project at a strategic level • Suport as a point of escalation for project issues • Ensure that proposed changes to scope, cost, or timescale are checked for possible effects on the business case • Brief corporate management about project progress • Organize and chair Project Board meetings • Ensure that the projected benefits have been realized by holding a post project review and forwarding the results of the review to the appropriate stakeholders • Sign off on project stage gates • Sign off of change controls • Authorize project closure
Project Manager	• Project plan for the Customer work on which this project is dependent • Responsibility for ensuring all tasks and deliverables within the project plan that are assigned to the Customer are supplied on time • Communication of internal dependencies to UKG Project Manager for project timescales • Management and delivery of internal Customer dependencies • Coordination of the Customer resources involved in project • Delivery of the Customer work on which this project is dependent • Reporting internal challenges and delays to UKG • Project Manager in an upfront and transparent manor • Ensure that all issues submitted are resolved to the satisfaction of all project stakeholders using agreed project issues log • Escalation of issues that could impact project delivery (e.g. internal resourcing) • Plans, designs, and manages change management for the One View solution and services roll out
Global Payroll Manager	• Involved in all elements of the One View Launch and become the resident subject matter expert on One View • Acts as point person in the adoption of the One View payroll service within the Customer • Provides direction to the local / regional payroll managers through the Launch process • Attends all One View training courses to seek understanding of data to be extracted • Provides all current Customer payroll practices and information to One View Launch team • Data migration preparation, extraction, validation and provision to One View Launch Team • Provision of inputs for parallel running • Approval of One View parallel run outputs/results • Take ownership and control of the One View academy for the Customer • Design any Customer specific course materials and other documents such as handouts, end user manuals, and exercises
Finance Specialist	• Provision and explanation of organizations global chart of accounts • Outline GL structures and hierarchy's • Advise on nominal debit and credit string combinations and account codes • Internal Customer approval and sign off of One View GL build

Customer Resource	Duties & Responsibilities
Technical Architect	• Document technical specifications of existing integrations • Attend Integration requirements workshop • Put together technical specifications for integrations to One View system • Build and business acceptance testing of integrations on the Customer side
Local Country / Regional Payroll Manager(s)	• Execution of Global Payroll Manager duties as delegated by Global Payroll Manager per country / region

6. Professional Services and Subscription Service Assumptions

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

Subscription Services (If Purchasing)	Assumptions
Training	UKG will: • Provide training prior to project commencement to the necessary users in the form of online learning. A further playback training session on the One View solution to the Customer project and operational teams as part of the Launch efforts is conducted prior to moving into the Test stage of the project. • The Customer is responsible for any additional training, including training of employees in viewing of their payslips via One View.

UKG One View Managed Services	UKG will:
	• Lead Customer through a multi-country deployment of UKG One View Managed Services for the countries set forth in the Order
	• Supplement the baseline standard configuration in accordance with Customer-specific requirements
	• Setup and build a standard General Ledger specification as agreed with the Customer during Requirements stage. **NOTE:** This does not include or apply to any non-standard enhancements.
	• Establish Single Sign On (SSO) login protocols (if applicable)
	• Support Customer's company data and/or employee data migration via one (1) of the following methods:
	  ○ HCM synchronization
	  ○ One View template population
	  ○ One View UI entry
	• Support Customer's data load and the successful syncing of live data
	• Perform testing and readiness on agreed payment & funding methods per country entity pay group
	• Perform and support parallel running of payrolls to successful sign off and conclusion to move to go live status
	• Provide cut-over support for the first full cycle of live operation

7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic service request.

The following excluded items are considered out of scope and will require a service request ("Excluded Items"):

- Changes in the scope or effort;
- Changes in the number or type of deliverables to meet the defined scope of effort;
- Changes to the Statement of In-Country Services (as set forth in the Order);
- Changes to the payments solution (as set forth in the Order);
- Changes to the project resource requirements;
- Changes to the Launch duration;
- Changes to the Go-Live Dates in the Order;
- Requests for "non-standard enhancements" described in this SOW;
- Requests for non-standard integrations, further customizations or work not specific in this SOW, the Order or Services

UKG will estimate the time and costs needed to implement the change and its impact on the project's delivery. UKG will perform the requested work once the service request has been completed and signed by the Customer.

8. Communication

The following tables will detail the (i) communication plan and (ii) project communication documents to be used during Launch.

i. **Communication Plan**

Forum / Meeting	Purpose	Attendees	Frequency	Medium
One View Project Steering Board	Review Project updates, make key decisions, unblock issues, approve changes	The Customer and UKG Executive Sponsors, Project Manager as required	Monthly	Online Meeting / Call
Project Team Meeting	Project updates, Project streams, IT review, action tracking/knowledge sharing	The Customer and One View Project Manager, Solution Architect, Collaborators as optional invites	Weekly	Online Meeting/Call
The Customer Project Team Meeting	Internal meeting to ensure tasks and project activities are on track	The Customer Project Team	Weekly	Customer defined
Technical Forum (including issue tracking)	Technical environment review	Solution Architect, Project Managers	Weekly	Online Meeting/Call

Exhibit "E" UKG Statements of Work

UKG Pro Pay and People Center Statement of Work

UKG Pro Pay and People Center Statement of Work

(Includes UKG Pro Workforce Management and other UKG Subscription Services, if purchased)

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. The scope of services described herein are fixed price 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.

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Service(s) in Scope

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

Subscription Service	Go Live Phase
UKG Pro Pay and People Center	Phase 1
UKG Pro Benefits Hub	Phase 1
UKG Pro Benefits Administration	Phase 1
UKG Pro Workforce Management (Timekeeping and Accruals)	Phase 1
UKG Pro Scheduling	Phase 1
UKG Pro Absence - Leave	Phase 1
UKG Pro Talk or UKG Pro WFM Talk	Phase 1
UKG Pro Document Manager	Phase 2
UKG Pro People Assist	Phase 2
UKG Pro Talent Acquisition (Recruiting and Onboarding)	Phase 2
UKG Pro Performance and Coaching (Performance Reviews, Succession, Coaching and Development)	Phase 2
UKG Pro Compensation	Phase 2
UKG Pro Learning	Phase 2
UKG Pro Employee Voice or UKG Pro WFM Employee Voice	Phase 2
UKG Pro People Analytics with WFM Data	Phase 2
UKG Pro Workforce Management Analytics	Phase 2
UKG Pro Absence - Attendance	Phase 2
UKG Great Place to Work Hub	Phase 2

3. Launch Parameters

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

Launch Item	Guidelines
Project Launch and Completion	• UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. Full Suite Launch:

Launch Item	Guidelines
	• The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Pay and People Center and/or UKG Pro Workforce Management is four (4) months from project kick-off. • Kick-off for the Phase 2 Launch, if applicable, will be scheduled within one (1) month of the Phase 1 Launch Go Live. The typical Phase 2 Launch duration is one to three (1-3) months from Phase 2 kick-off depending upon specific Subscription Service(s) purchased. • Launch services for each phase end when the scope of services is completed or expire six (6) months after phase kick-off, whichever comes first. Additional Subscription Service(s) Launch: • The typical Launch duration for Customers purchasing additional UKG Subscription Services is one to three (1-3) months from project kick-off depending upon specific Subscription Service(s) purchased. • Launch services end when the scope of services is completed or expire six (6) months after the project kick-off, whichever comes first.
Launch Pricing	• Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration(s) specified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order. • Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.
Work Hours	• UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. • Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Global Employees	• The term "Global Employees" applies to employees based outside of the US and Canada • Support for Global Employees is limited to services specifically identified under the Professional Services and Subscription Service(s) Assumptions section of this SOW. Unless specified, no other Subscription Service support for Global Employees will be provided under this SOW. • UKG Professional Services will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • Customer's project manager is 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.
Travel and Access	• All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request order. • Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). • Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s)	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team • Access to the UKG Subscription Service(s) in the Order
Requirements	• Lead requirements workshop(s) to aid Customer in gathering business requirements • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations • Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan	• Participate in requirements and testing strategy workshops • Gather policy/procedure documentation and business use cases to complete data collection process • Describe expected solution, business process(es), 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 • Participate in the documentation of project assumptions, risks, and configuration needs	• Requirements workshop(s) delivered enabling the data collection process • Testing strategy workshop(s) delivered supporting testing strategy definition • Document detailing project assumptions, risks, and configuration needs jointly produced • Project scope document delivered detailing results of the requirements phase • Updated project plan delivered detailing activities and primary milestones of the project
Build	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects	• User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources • Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks
Project Manager	• Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Data Conversion Consultant	• Responsible for successful migration of source data provided by Customer
HR/Payroll Consultant	• Primary point of contact for HR and payroll Subscription Services configuration life cycle per the Launch methodology
Payment Services Subject Matter Expert	• Primary point of contact for payment services related activities
Benefit Consultant	• Primary point of contact for benefit Subscription Services configuration life cycle per the Launch methodology
Talent/Compensation Consultant	• Primary point of contact for talent and compensation Subscription Services configuration life cycle per the Launch methodology
Document Manager and People Assist Consultant	• Primary point of contact for document manager and people assist Subscription Services configuration life cycle per the Launch methodology
Workforce Management Consultant	• Primary point of contact for workforce management Subscription Services configuration life cycle per the Launch methodology
Scheduling Consultant	• Primary point of contact for scheduling Subscription Services configuration life cycle per the Launch methodology

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project

Customer Resource	Key Responsibilities
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
HR Subject Matter Expert	• Customer's primary HR representative and designated decision maker
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker
Benefits Subject Matter Expert	• Customer's primary benefits representative and designated decision maker
Talent Acquisition Subject Matter Expert	• Customer's primary talent acquisition representative and designated decision maker
Talent Subject Matter Expert	• Customer's primary talent, learning, and compensation representative and designated decision maker
Document and Case Management Subject Matter Expert	• Customer's primary document and case management representative and designated decision maker
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker
Scheduling Subject Matter Expert	• Customer's primary scheduling representative and designated decision maker
Other Subject Matter Experts	• Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area

6. Professional Services and Subscription Service Assumptions

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

Professional Training and User Adoption Services	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption – Empower	UKG will: • Conduct a communications and user training planning workshop • Conduct a train the trainer consulting workshop • Provide a role-based user matrix • Provide access to the preparing for change dashboard • Provide adaptable communications and user training plans • Provide train the trainer materials including manager course presentation (.ppt) and participant guide (.doc), standard hands-on practice exercises with the most common manager tasks, employee job aids (.html)

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business

Professional Testing Services	Assumptions
	• Offer consultation and provide issue support during the testing phase • Secure final confirmation from the Customer to validate system readiness prior to Go Live

Subscription Services (If Purchasing)	Assumptions
UKG Pro Pay and People Center	UKG will provide the following Pro Pay and People Center data conversion services: • Review of Customer-provided source data to ensure suitability for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables. • Convert data from one (1) source system (additional sources may be used for conversion; however additional fees may apply) • Convert the employee Masterfile/People Data one (1) time. This includes the most recent record for: active employees and employees terminated up to 7 years prior to the scheduled go-live date. • Convert current year Payroll Balances up to two (2) times, for W2 reporting. • Convert Contacts, Dependents and Beneficiaries one (1) time (if required). • No additional data or history is included. UKG will provide the following Pro Pay and People Center integration services at payroll Go Live: • One (1) Customer-specific flat-file for banking (ACH and positive pay) • One (1) general ledger data export Customer will: • Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables. UKG will provide Customer with a web-based import tool to support the following: • Facilitate a standard process for importing employee demographic data from a third-party system into UKG Pro Pay and People Center • Manage the processing of transactional updates generated from the third-party system • Read and consume Customer-generated transaction files and run them through UKG Pro processes on a predetermined schedule or on-demand as needed. Customer will: • Provide source files for the UKG Pro Import Tool in the standard format specified by UKG (transactions should only be sent on their effective date and file must include changes only and one (1) record per transaction type per employee) UKG will provide limited Pro Pay and People Center support for Global Employees in up to ten (10) countries outside of the US and Canada. If support is needed to configure more countries, additional fees may apply. This quote assumes that Customer will use the delivered global payroll export.

UKG Pro Benefits Hub	UKG will:
	• Perform an analysis of Customer's benefit and carrier requirements
	• Configure the subscription service to include the following:
	  ○ Benefit period, benefit policies, and benefit policy products
	  ○ Carrier, carrier contracts, and carrier contract products
	  ○ Associated rules and triggers
	• Create EDI integration flat file(s) for transmission to third-party carriers:
	  ○ Up to three (3) total files created during Launch as standard
	  ○ Up to five (5) total files created during Launch if Order also includes UKG Pro Premium Benefit Services

UKG Pro Benefits Administration	UKG will: • Perform an analysis of Customer's benefit requirements • Configure the Customer's health and welfare benefits through the UKG Pro Benefits Administration Subscription Service • Configure UKG Pro Benefit Administration events, including new hire, life events, automated process events, and open enrollment if applicable
UKG Pro Workforce	UKG will configure:

Subscription Services (If Purchasing)	Assumptions
Management	• Up to five (5) union CBAs (collective bargaining agreements) • Up to twenty-five (25) employee pay rules (e.g., grouping of overtime, shift premiums, holiday zones, etc.) • Up to five (5) user personas (e.g., administrator, manager, employee profile) • Up to twenty (20) accrual policies. UKG Pro Workforce Management becomes the system of record for accruals. • Up to seven (7) standard attestation workflows • Payroll based journal export (if applicable) • Includes up to (3) one-way flat-file integrations
UKG Pro Talk	UKG will configure the following predefined exception-based time and paid time off (PTO) scope to track in/out punch data and PTO for Global Employees: • One (1) non-calculating pay rule and work rule • Five (5) non-calculating PTO buckets with ability to decrement • Predefined Global Personas for managers and employees • Time Export via standard Dataview or report Note: the predefined scope does not include the ability to automatically calculate time and/or time off accruals based on localized country-specific pay rules, accrual rates, or carryover policies. UKG will: • Support and enable Customer to configure and administer the Subscription Service through a combination of remote working sessions and Customer assignments ○ Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability • Monitor configuration and testing activity completion to determine when Subscription Service is ready for production use • Provide thirty (30) days of production support prior to transitioning Customer to UKG Support Customer will: • Participate in working sessions and complete assigned configuration and testing activities
UKG Pro Scheduling	UKG will configure the predefined scope: • Up to ten (10) scheduling groups (schedule for a defined set of employees based on common tasks, skills, census, department, or other qualifiers like a paper schedule) • Employee Self Service for Open Shift, Swap Shift, and Request to Cover • One (1) Schedule Template • One (1) Pro Skills/Certification Import with three (3) Employee Schedule Rule Sets • One (1) Call List • Two (2) School Calendars
UKG Pro Absence - Leave	UKG will configure: • Federal leave policies • Up to two (2) state leave group(s)
UKG Pro Document Manager	UKG will provide the following predefined functionality: • Employee folder structure • HR roles mapped with UKG Pro People Center HR roles • UKG Pro People Center HR data (Employee, Organization and HR User) • Enablement of advanced document generation feature • Logo of Customer to UKG Pro Document Manger site Customer will: • Document migration from legacy provider to UKG Pro
UKG Pro People Assist	UKG will provide the following predefined functionality: • Form & workflow configuration • HR Roles mapped with UKG Pro People Center HR roles • Process automation and template configuration • UKG Pro People Center HR data (Employee, Organization and HR User) • Logo of Customer applied to UKG Pro People Assist site Customer will:

Subscription Services (If Purchasing)	Assumptions
	• Create knowledge base articles in its Subscription Service platform
UKG Pro People Analytics with WFM Data	UKG will: • Deliver People Analytics with WFM Data enabling the Customer to report on Pro data and summarized Dimensions 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 Dimensions data • Provide detailed documentation including data dictionary • Session with customer to review Data Hub Configuration Portal • Support setting up Cognos Roles
UKG Pro Workforce Management Analytics	UKG will: • Deploy an industry best practice dataview and reports package, which leverages standard KPIs available in UKG Dimensions • Deploy Auditor dashboard and drill through dataviews • Load pay code mappings required to configure the standard KPIs • Deliver value assessment using client data to highlight results and opportunities for improvement
UKG Pro Absence - Attendance	UKG will configure: • Up to four (4) attendance policies. Note that complex attendance business policies may require two (2) or more attendance policies to fully implement. The in-scope policies apply to business policies.
UKG Pro Talent Acquisition* UKG Pro Learning** UKG Pro Compensation UKG Pro Performance and Coaching UKG Pro Employee Voice or UKG Pro WFM Employee Voice	UKG will: • Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments ○ Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement. • Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use • Provide thirty (30) days of production support prior to transitioning Customer to UKG Support Customer will: • As a prerequisite, be live on UKG Pro People Center and actively maintaining both organization structure and employee data • Participate in working sessions and complete assigned configuration and testing activities **Note:** Data conversion services are not included and are quoted via Service Request if required. Customer should let their UKG project manager know if interested in obtaining these services. *Data conversion, if obtained for UKG Pro Talent Acquisition, must be completed prior to Go Live. **Data conversion and course content services for UKG Pro Learning can be purchased from certified UKG Marketplace partner, Skoox
UKG Great Place to Work Hub	UKG will: • Establish an interface between UKG Pro and the Great Place to Work platform • Convert up to twelve (12) months of job history if applicable • Support Customer in configuring the Subscription Service

7. Service Requests

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

The following excluded items are considered out of scope and will require a 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 assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

Exhibit “E” UKG Statements of Work

UKG Pro Workforce Management Statement of Work

UKG Pro Workforce Management Statement of Work

(Includes other UKG Subscription Services, if purchased, excluding UKG Pro Pay and People Center)

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. The scope of services described herein are fixed price 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.

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

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Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Service(s) in Scope

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

Subscription Service	Go Live Phase
UKG Pro Workforce Management (Timekeeping and Accruals)	Phase 1
UKG Pro Scheduling	Phase 1
UKG Pro Absence - Leave	Phase 1
UKG Pro WFM Talk	Phase 1
UKG Pro Workforce Management Analytics	Phase 2
UKG Pro Absence - Attendance	Phase 2
UKG Pro WFM Employee Voice	Phase 2

3. Launch Parameters

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

Launch Item	Guidelines
Project Launch and Completion	• UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. Full Suite Launch: • The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Workforce Management is four (4) months from project kick-off. • Kick-off for the Phase 2 Launch, if applicable, will be scheduled within one (1) month of the Phase 1 Launch Go Live. The typical Phase 2 Launch duration is one to three (1-3) months from Phase 2 kick-off depending upon specific Subscription Service(s) purchased. • Launch services for each phase end when the scope of services is completed or expire six (6) months after phase kick-off, whichever comes first. Additional Subscription Service(s) Launch: • The typical Launch duration for Customers purchasing additional UKG Subscription Services is one to three (1-3) months from project kick-off depending upon specific Subscription Service(s) purchased.

Launch Item	Guidelines
Launch Pricing	• Launch services end when the scope of services is completed or expire six (6) months after the project kick-off, whichever comes first. • Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration(s) specified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order. • Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.
Work Hours	• UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. • Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Global Employees	• The term "Global Employees" applies to employees based outside of the US and Canada • Support for Global Employees is limited to services specifically identified under the Professional Services and Subscription Service(s) Assumptions section of this SOW. Unless specified, no other Subscription Service support for Global Employees will be provided under this SOW. • UKG Professional Services will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • Customer's project manager is 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.
Travel and Access	• All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request order. • Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). • Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s)	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team • Access to the UKG Subscription Service(s) in the Order
Requirements	• Lead requirements workshop(s) to aid Customer in gathering business requirements • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations • Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan	• Participate in requirements and testing strategy workshops • Gather policy/procedure documentation and business use cases to complete data collection process • Describe expected solution, business process(es), 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 • Participate in the documentation of project assumptions, risks, and configuration needs	• Requirements workshop(s) delivered enabling the data collection process • Testing strategy workshop(s) delivered supporting testing strategy definition • Document detailing project assumptions, risks, and configuration needs jointly produced • Project scope document delivered detailing results of the requirements phase • Updated project plan delivered detailing activities and primary milestones of the project
Build	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects	• User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources • Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks
Project Manager	• Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and third-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Workforce Management Consultant	• Primary point of contact for workforce management Subscription Services configuration life cycle per the Launch methodology
Scheduling Consultant	• Primary point of contact for scheduling Subscription Services configuration life cycle per the Launch methodology

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
HR Subject Matter Expert	• Customer's primary HR representative and designated decision maker
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker
Scheduling Subject Matter Expert	• Customer's primary scheduling representative and designated decision maker

Customer Resource	Key Responsibilities
Other Subject Matter Experts	• Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area

6. Professional Services and Subscription Service Assumptions

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

Professional Training and User Adoption Services	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption – Empower	UKG will: • Conduct a communications and user training planning workshop • Conduct a train the trainer consulting workshop • Provide a role-based user matrix • Provide access to the preparing for change dashboard • Provide adaptable communications and user training plans • Provide train the trainer materials including manager course presentation (.ppt) and participant guide (.doc), standard hands-on practice exercises with the most common manager tasks, employee job aids (.html)

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from the Customer to validate system readiness prior to Go Live

Subscription Services (If Purchasing)	Assumptions
UKG Pro Workforce Management	UKG will configure: • Up to five (5) union CBAs (collective bargaining agreements) • Up to twenty-five (25) employee pay rules (e.g., grouping of overtime, shift premiums, holiday zones, etc.) • Up to five (5) user personas (e.g., administrator, manager, employee profile) • Up to twenty (20) accrual policies. UKG Pro Workforce Management becomes the system of record for accruals. • Up to seven (7) standard attestation workflows • Payroll based journal export (if applicable) • Includes up to (3) one-way flat-file integrations UKG will configure the following predefined exception-based time and paid time off (PTO) scope to track in/out punch data and PTO for Global Employees: • One (1) non-calculating pay rule and work rule • Five (5) non-calculating PTO buckets with ability to decrement • Predefined Global Personas for managers and employees • Time Export via standard Dataview or report

Subscription Services (If Purchasing)	Assumptions
UKG Pro WFM Talk	Note: the predefined scope does not include the ability to automatically calculate time and/or time off accruals based on localized country-specific pay rules, accrual rates, or carryover policies. UKG will: • Support and enable Customer to configure and administer the Subscription Service through a combination of remote working sessions and Customer assignments ○ Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. • Monitor configuration and testing activity completion to determine when Subscription Service is ready for production use • Provide thirty (30) days of production support prior to transitioning Customer to UKG Support Customer will: • Participate in working sessions and complete assigned configuration and testing activities
UKG Pro Scheduling	UKG will configure the predefined scope: • Up to ten (10) scheduling groups (schedule for a defined set of employees based on common tasks, skills, census, department, or other qualifiers like a paper schedule) • Employee Self Service for Open Shift, Swap Shift, and Request to Cover • One (1) Schedule Template • One (1) Pro Skills/Certification Import with three (3) Employee Schedule Rule Sets • One (1) Call List • Two (2) School Calendars
UKG Pro Absence - Leave	UKG will configure: • Federal leave policies • Up to two (2) state leave group(s)
UKG Pro Workforce Management Analytics	UKG will: • Deploy an industry best practice dataview and reports package, which leverages standard KPIs available in UKG Dimensions • Deploy Auditor dashboard and drill through dataviews • Load pay code mappings required to configure the standard KPIs • Deliver value assessment using client data to highlight results and opportunities for improvement
UKG Pro Absence - Attendance	UKG will configure: • Up to four (4) attendance policies. Note that complex attendance business policies may require two (2) or more attendance policies to fully implement. The in-scope policies apply to business policies.
UKG Pro WFM Employee Voice	UKG will: • Support and enable Customer to configure and administer the Subscription Service through a combination of remote working sessions and Customer assignments ○ Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. • Monitor configuration and testing activity completion to determine when Subscription Service is ready for production use • Provide thirty (30) days of production support prior to transitioning Customer to UKG Support Customer will: • As a prerequisite, be live on UKG Pro WFM and actively maintaining both organization structure and employee data • Participate in working sessions and complete assigned configuration and testing activities

7. Service Requests

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

The following excluded items are considered out of scope and will require a 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 assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

Exhibit “F” UKG Business Associate Addendum

Business Associate Addendum

1 General Provisions

1.1 Status of Parties Under HIPAA. The parties acknowledge and agree that in the event person or entity that is named on such Order may be deemed to be a Covered Entity (as defined by HIPAA) (“**Covered Entity**”) and UKG entity set forth in the Order (“**Company**”) is deemed to be a Business Associate of Covered Entity when Company creates, receives, maintains, transmits, uses or discloses Protected Health Information on behalf of Covered Entity (“**PHI**”), for any one or more of the following: UKG Pro Clinical Scheduling Extensions (which includes UKG Pro Forecast Manager for Healthcare, UKG Pro Workload Manager for Healthcare, and UKG Pro Target Intelligence for Healthcare) Workforce Forecast Manager for Healthcare SaaS, Workforce Workload Manager for Healthcare SaaS, Workforce Target Intelligence for Healthcare SaaS, the Workforce Extensions for Healthcare Bundle, WF Extensions for Healthcare, UKG Pro Benefits, UKG Ready Benefits or EverythingBenefits products, this Business Associate Addendum will govern the parties’ obligations under HIPAA.

1.2 Effect. To the extent that Company receives PHI to perform Business Associate activities, the terms and provisions of this Addendum shall supersede any other conflicting or inconsistent terms and provisions in this Agreement to the extent of such conflict or inconsistency.

1.3 Defined Terms. Capitalized terms used in this Agreement (including this Addendum) without definition shall have the respective meanings assigned to such terms by the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time (collectively, “**HIPAA**”).

1.4 No Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any third party rights, including, but not limited to, third party rights for Covered Entity’s employees, dependents or other plan participants.

1.5 HIPAA Amendments. Any future amendments to HIPAA affecting business associate agreements are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety, effective on the later of the effective date of this Addendum or such subsequent date as may be specified by HIPAA.

1.6 Regulatory References. A reference in this Addendum to a section in HIPAA means the section as it may be amended from time-to-time.

1.7 Independent Contractor Status. The parties acknowledge and agree that Company is at all times acting as an independent contractor of Covered Entity and not as an agent or employee of Covered Entity under this Agreement.

2 Obligations of the Company

2.1 Use and Disclosure of PHI. Company may use and disclose PHI as permitted or required under this Agreement (including this Addendum) or as Required by Law, but shall not otherwise use or disclose any PHI. Company shall not use or disclose PHI received from Covered Entity in any manner that would constitute a violation of HIPAA if so used or disclosed by Covered Entity (except as set forth in Sections 2.1(a), (b) and (c) of this Addendum). To the extent Company carries out any of Covered Entity’s obligations under the HIPAA privacy standards, Company shall comply with the requirements of the HIPAA privacy standards that apply to Covered Entity in the performance of such obligations. Without limiting the generality of the foregoing, Company is permitted to use or disclose PHI as set forth below:

2.1.1 Company may use PHI internally for Company’s proper management and administration or to carry out its legal responsibilities;

2.1.2 Company may disclose PHI to a third party for Company’s proper management and administration, provided that the disclosure is Required by Law or Company obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentiality of the PHI, (2) only use or further disclose the PHI as Required by Law or for the purpose for which the PHI was disclosed to the third party and (3) notify Covered Entity of any instances of which the third party is aware in which the confidentiality of the PHI has been breached;

2.1.3 Company may use PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity if required or permitted under this Agreement; and

2.1.4 Company may use PHI to create de-identified health information in accordance with the HIPAA de-identification requirements. Company may disclose de-identified health information for any purpose permitted by law.

2.2 **Safeguards**. Company shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted or required by this Addendum. In addition, Company shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI transmitted or maintained in Electronic Media ("**EPHI**") that it creates, receives, maintains or transmits on behalf of Covered Entity. Company shall comply with the HIPAA Security Rule with respect to EPHI.

2.3 **Minimum Necessary Standard**. To the extent required by the "minimum necessary" requirements of HIPAA, Company shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

2.4 **Mitigation**. Company shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to Company) of a use or disclosure of PHI by Company in violation of this Addendum.

2.5 **Subcontractors**. Company shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Company. Company shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Company under this Addendum.

2.6 **Reporting Requirements**.

2.6.1 If Company becomes aware of a use or disclosure of PHI in violation of this Agreement by Company or a third party which received PHI from Company, either directly or indirectly, Company shall report the use or disclosure to Covered Entity within the time provided by the underlying Agreement but in no case later than 60 days after discovery of the use or disclosure or as otherwise required by the state law governing this Addendum.

2.6.2 Company shall report any Security Incident involving EPHI of which it becomes aware in the following manner: (a) any actual, successful Security Incident will be reported to Covered Entity in writing without unreasonable delay and in no case later than 60 days after discovery of the successful Security Incident or as otherwise required by the state law governing this Addendum, and (b) any attempted, unsuccessful Security Incident of which Company becomes aware will be reported to Covered Entity orally or in writing on a reasonable basis, as requested by Covered Entity. The term "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. The term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing EPHI.

2.6.3 Company shall, following the discovery of a Breach of Unsecured PHI, notify Covered Entity of the Breach in accordance with 45 C.F.R. § 164.410 without unreasonable delay and in no case later than 60 days after discovery of the Breach or as otherwise required by the state law governing this Addendum.

2.7 **Access to PHI**. Within 30 days of a request by Covered Entity for access to PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Company, Company shall make available to Covered Entity such PHI for so long as Company maintains such information in the Designated Record Set. If Company receives a request for access to PHI directly from an Individual, Company shall forward such request to Covered Entity within 15 days. Covered Entity shall have the sole responsibility to make decisions regarding whether to approve a request for access to PHI and shall communicate its decision on an Individual's request, directly to the Individual within the time provided by law, with simultaneous copy emailed to Company at privacy@ukg.com.

2.8 **Availability of PHI for Amendment**. Within 30 days of receipt of a request from Covered Entity for the amendment of an Individual's PHI contained in any Designated Record Set of Covered Entity maintained by Company, Company shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as Company maintains such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If Company receives a request for amendment to PHI directly from an Individual, Company shall forward such request to Covered Entity within 15 days. Covered Entity shall have the sole responsibility to make decisions regarding whether to approve a request for an amendment to PHI and shall communicate its decision on an Individual's request, directly to the Individual within the time provided by law, with simultaneous copy emailed to Company at privacy@ukg.com.

2.9 **Accounting of Disclosures**. Within 30 days of notice by Covered Entity to Company that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), Company shall make available to Covered Entity such information as is in Company's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. If Company receives a request for an accounting directly from an Individual, Company shall forward such request to Covered Entity within 15 days. Covered Entity shall have the sole responsibility to provide an accounting of disclosures to the Individual and shall communicate its decision on an Individual's request, directly to the Individual within the time provided by law, with simultaneous copy emailed to Company at privacy@ulkg.com .

2.10 **Availability of Books and Records**. Company shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Company on behalf of, Covered Entity available to the Secretary for purposes of determining Covered Entity's and Company's compliance with HIPAA. Any such audit or inspection shall be at the sole cost of Covered Entity and subject to the security rules and policies of Company and Company's confidentiality obligations to its other customers.

3 Obligations of the Covered Entity

3.1 **Permissible Requests**. Covered Entity shall not request Company to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Covered Entity (except as provided in Sections 2.1(a), (b) and (c) of this Addendum).

3.2 **Minimum Necessary PHI**. When Covered Entity discloses PHI to Company, Covered Entity shall provide the minimum amount of PHI necessary for the accomplishment of Company's purpose.

3.3 **Permissions; Restrictions**. Covered Entity warrants that it has obtained and will obtain any consents, authorizations and/or other legal permissions required under HIPAA and other applicable law for the disclosure of PHI to Company. Covered Entity shall notify Company of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Company's use or disclosure of PHI. Covered Entity shall not agree to any restriction on the use or disclosure of PHI under 45 C.F.R. § 164.522 that restricts Company's use or disclosure of PHI under this Agreement unless such restriction is Required By Law or Company grants its written consent, which consent shall not be unreasonably withheld.

3.4 **Notice of Privacy Practices**. Covered entity shall notify Company of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Company's use or disclosure of PHI.

4 Termination of this Agreement

4.1 **Termination Upon Breach of this Addendum**. Any other provision of this Agreement notwithstanding, either party (the "**Non-Breaching Party**") may terminate this Addendum upon 30 days advance written notice to the other party (the "**Breaching Party**") in the event that the Breaching Party materially breaches this Addendum and such breach is not cured to the reasonable satisfaction of the Non-Breaching Party within such 30-day period.

4.2 **Return or Destruction of PHI upon Termination**. Upon expiration or earlier termination of this Agreement, Company shall either return or destroy all PHI received from Covered Entity or created or received by Company on behalf of Covered Entity and which Company still maintains in any form. Notwithstanding the foregoing, to the extent that Company reasonably determines that it is not feasible to return or destroy such PHI, the terms and provisions of this Addendum shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

5 Limitation of Liability

5.1 **Limitation of Liability**. The limitations on liability set forth in the underlying Agreement shall apply to any losses, claims, damages or other costs incurred by Covered Entity in connection with a breach of this Addendum by Business Associate and/or a subcontractor or agent of Business Associate.

5.2 **Exclusion of Consequential and Related Damages**. In no event shall Company or its present and former affiliates, directors, officers, employees, or agents have any liability to Covered Entity or any third party for any lost profits, loss of data, loss of use, costs of procurement of substitute good or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort, or under any other theory of liability whether or

not Company has been advised of the possibility of such damage.

5.3 **Survival**. This Section 5 shall survive the expiration or earlier termination of this Agreement.

6 General

6.1 **Amendment**. The parties agree to take such action as is necessary to amend this Addendum from time to time to enable mandatory compliance with the requirements of HIPAA.

6.2 **Interpretation**. Any ambiguity in this Addendum shall be interpreted to permit **compliance** with HIPAA.

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

Terms of Use for MyPeopleDoc® (UKG Employee Vault)

PREAMBLE:

Welcome to **MyPeopleDoc (UKG Employee Vault)**

These Terms of Use (hereinafter referred to as the ***“Terms of Use”***) are intended to define the contractual relationship between PeopleDoc SAS, a UKG entity (hereinafter ***“UKG”***) and the natural person (hereinafter the ***“User”*** or ***“Users”***) who creates a MyPeopleDoc® account for file management as described below.

The employer has entered into a services agreement with UKG or one of the UKG affiliates to distribute HR documents, as defined below, via your MyPeopleDoc® account (***“Services”***). By reading and accepting these Terms of Use, User agrees to activate your MyPeopleDoc® account and receive HR Documents from your Employer via your MyPeopleDoc® account.

The Services are provided by PeopleDoc SAS, a company incorporated and operating under the laws of France, whose registered office is located at 53 rue d’Hauteville, 75010 Paris, France.

To use MyPeopleDoc®, the User must: (i) have full legal capacity (acts performed by minors, according to applicable law, will be performed under the responsibility and control of their legal guardian); (ii) read and accept these Terms of Use.

1. DEFINITIONS

“Employer” refers to the entity that entered into a services agreement with any UKG affiliate for the purpose of distributing HR Documents and that User authorises to issue HR Documents to the MyPeopleDoc® account based on the “Account” settings.

“Files” refers to HR Documents and Personal Files as defined below.

“HR Documents” refers to documents sent by the Employer into the MyPeopleDoc® account in the context of the HR Documents distribution service for which UKG was engaged and for which User has registered by accepting these Terms of Use.

“MyPeopleDoc®” **or “Account”** refers to the secure personal space operated by UKG, allowing the User to receive, store, share, organise, manage, view and delete HR Documents as well as upload, store, view, organise, manage, share and delete Personal Files.

“Personal Data” refers to any information concerning an identified or identifiable natural person. An “identifiable natural person” is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the identity of that natural person.

“Personal Files” refers to the files that User uploads directly into the MyPeopleDoc® account.

"Services" refers to the file management services provided by UKG to the User via the MyPeopleDoc® account after Users' acceptance of these Terms of Use.

"Terms of Use" refers to the terms and conditions of the Services including any document attached to these terms of use, as well as any amendments thereto.

"User"* or *"Users" refers to any natural person with full legal capacity who has created a MyPeopleDoc® account.

2. SCOPE OF THE TERMS OF USE

These Terms of Use will define the relationship between UKG and the User, concerning access to and use of MyPeopleDoc® and setting out rights and obligations for both parties, inter alia, regarding the Files (such as electronic payslips and any other HR Documents sent to the User by the Employer; and the Personal Files that User may choose to upload to MyPeopleDoc®), back-ups and the processing of Personal Data performed within the framework of the Services.

3. ACTIVATION OF THE ACCOUNT

To activate the MyPeopleDoc® Account, Users must first register with their personal email address, and accept the Terms of Use by ticking the box intended for account activation at the time of the registration.

4. OVERALL DESCRIPTION OF MyPeopleDoc®

To create a MyPeopleDoc® Account, Users shall receive an invitation from the Employer, which enables them to register. As defined above, MyPeopleDoc® is a secure personal space operated by UKG allowing the User to receive, store, share, organise, manage, view and delete HR Documents from the Employer. Additionally, Users may upload, store, view, organise, manage, share and delete Personal Files.

4.1. When registering with UKG to create a MyPeopleDoc® Account, we strongly advise the User to use their personal email address. Once the MyPeopleDoc® Account is activated, the User's personal email address will make it easier for the User to manage their secure personal space, and they can keep their Account even after changing employers. MyPeopleDoc® allows the User to:

- Receive HR Documents from the Employer(s) (whether current or future) to whom the User has given prior permission. The User will be notified when HR Documents are made available, at the email address used for MyPeopleDoc® Account activation;
- Link the User's Account to one or more Employers. Employer may send any type of HR Document on either an automated and regular basis or a manual and ad-hoc basis;
- Upload, store, rename, view, share, organise and delete Personal Files in a personal storage space (limited to a storage capacity of 10 Gigabytes);
- Share Files with third parties by creating sharing spaces in "Shared Folders";
- Delete documents that User no longer wants to keep, via the "bin" functionality.

4.2. UKG understands the importance of the confidentiality of HR Documents and Personal Files. Therefore, UKG implements safeguards to protect the confidentiality, integrity and availability of said Files, and does not share said Files. The User is the only person who can grant access to Files.

4.3. Management settings in the User's Account (including the type of Files, the choice to unsubscribe, as well as a record of the dates and times that these settings are modified) may be sent to the Employer as part of the HR Documents distribution service for which UKG was engaged.

5. DATA PROTECTION

UKG's general Privacy Notice is available here. Below, Users will find specific data protection provisions related to the MyPeopleDoc® Account.

5.1. Identity and the contact details of the controller

PeopleDoc SAS (UKG)
53 rue d'Hauteville
75010 Paris
France

5.2. Contact details of our data protection officer

privacy@ukg.com
or
PeopleDoc SAS (UKG)
For the Attention of the Data Protection Officer
53 rue d'Hauteville
`75010 Paris
France

5.3. Purposes and legal basis of the processing

5.3.1. Users' Personal Data is processed in the context of providing the MyPeopleDoc® Services for the following purposes:

- To ensure logging on to and activation of MyPeopleDoc® Account;
- To enable the User and Employer to exchange HR Documents;
- To enable the User to store the Files;
- To ensure that the User receives notifications about certain account activity, such as an email when the User receives a new HR Document;
- To ensure that the User receives SMS, when two-factor authentication is active;
- To ensure access to UKG's user support; and
- To enable other functionalities and features related to MyPeopleDoc® Account.

5.3.2. In addition, UKG stores the following Personal Data to maintain an active MyPeopleDoc® Account:

- Email address;
- First name and surname;

- IP addresses and operating systems information ("latest account activity" feature);
- Phone number (only stored when SMS is used as means for "Multi-Factor Authentication").

5.3.3. The legal basis for processing Personal Data is the legitimate interest of a third party, the Employer, as further explained below.

5.4. **Legitimate interests pursued by the Employer**

5.4.1. MyPeopleDoc® is provided to the User by choice of the Employer, as a benefit. It is the User's choice whether or not to create a MyPeopleDoc® Account. Once created, the MyPeopleDoc® Account allows the User to receive HR Documents directly from the Employer. If the User elects not to create a MyPeopleDoc® Account, User will not receive HR Documents electronically.

5.4.2. The Employer has a legitimate interest in providing a MyPeopleDoc® Account in order to: comply with legal requirements; increase the transition from paper to digital and enhance HR procedures. UKG pursues these same legitimate interests on behalf of the Employer when processing the Files, to assure alignment and quality of the services delivered.

5.4.3. When balancing these interests with the User's rights, such rights will not be interfered with, because the processing of User's Personal Data is limited to the purposes described in the Privacy Notice. The User's rights (such as erasure and access) are always guaranteed.

5.5. **Transfer of Personal Data**

UKG is authorised to use sub-processors. Some sub-processors may be located in countries that are not within the EEA, provided that such transfers comply with applicable European or national regulations relating to Personal Data.

To learn more about location and data transfers, please visit our Transparency Site HERE here.

5.6. **Data retention and duration**

5.6.1. Upon registering, the User can receive HR Documents from their current (and future) Employers.

5.6.2. The User will no longer receive HR Documents from an Employer whenever any of the following occurs:

- The User-Employer relationship ends; or the Employer ceases to send the User HR Documents, for any reason whatsoever; or
- The MyPeopleDoc® Account is deleted, either by the User or by UKG.

5.6.3. Subject to the provisions below, the User may retain the MyPeopleDoc® Account indefinitely and continue using the account for their Personal Files.

5.6.4. The User may continue to access the Account Files at the address www.mypeopledoc.com, or at any other substitute address which will be communicated by UKG, using the same logon and password.

6. ACTIVITY RECORD

6.1. UKG logs the User's activity within their MyPeopleDoc® Account for security purposes, especially so that it may identify any third-party access to the Account that occurs without their knowledge. Activity logs may be held in an identifiable form by UKG for no more than one (1) year and shall be permanently destroyed when the MyPeopleDoc® Account is deleted.

6.2. To learn more about the User's activity record, please refer to our support article here.

7. USER'S RIGHTS

7.1. Access and rectification

7.1.1. The User can view, rectify and download all information in their MyPeopleDoc® Account at all times and from any device. User can also write directly to privacy@ukg.com or to PeopleDoc SAS, 53 rue d'Hauteville, 75010 Paris, France.

7.1.2. The User acknowledges that upon downloading a HR Document from MyPeopleDoc®, the contents of the HR Document may be modified and/or compromised as UKG will no longer be able to ensure the integrity of the downloaded HR Document.

7.2. Security

7.2.1. UKG will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account:

- the state of the art in IT security;
- the costs of implementation;
- the nature, scope, context and purposes of the processing; and
- the risks affecting the User's rights.

7.2.2. UKG will, to the best of its ability, comply with the following obligations regarding its staff:

- Not to make any copies of Files, except as necessary for the provision of the Services;
- Not to use the Files for any purposes other than those specified in the Terms of Use;
- Not to disclose the Files to any third parties, irrespective of whether these are public or private persons, individuals or legal entities, without the User's prior authorisation, unless otherwise provided under applicable law;
- To take any and all useful measures to avoid all fraudulent use of these Files during their storage within MyPeopleDoc®; and
- To take any useful security measures, particularly concerning hardware security, to ensure the safekeeping and integrity of Files during their storage within MyPeopleDoc®.

7.2.3. Multi-Factor Authentication: As another layer to secure the Account, MyPeopleDoc® provides the option of two-factor authentication. We strongly recommend that the User activate this feature as soon as the User creates the MyPeopleDoc® Account. Click here for more information.

7.2.4. hCaptcha: UKG uses hCaptcha: to secure MyPeopleDoc® Accounts from malicious events (e.g. ransomware etc). This service allows UKG to determine whether logons are made by natural persons or automated processing. This service functionality includes sending IP addresses and any other data required by hCaptcha. More information about hCaptcha's data privacy policies can be found at https://www.hcaptcha.com/privacy.

7.2.5. The User will be the only person responsible for the risks associated with the disclosure or misuse of the logon details and password. UKG strongly recommends that Users do not share their logon information and passwords with any third party.

8. USERS' OBLIGATIONS

8.1. **Users' Personal Files.** The User warrants that the Personal Files as defined above shall not (i) give rise to civil or criminal liability, e.g. defamatory, threatening, pornographic, indecent, abusive, libellous or

otherwise objectionable actions; (ii) violate or infringe upon any third-party right, including any intellectual property right or right of privacy, or that abuses, harasses or stalks any other person; or (iii) initiate any kind of attack, virus or other harmful or detrimental computer code, file or program UKG shall not be held liable for illegal content stored in the MyPeopleDoc® Account and reserves the right to suspend any account that breaches these provisions, and therefore suspend any associated access.

8.2. **Illegal content notification**. Any User who becomes aware of the existence of illegal content in MyPeopleDoc® must alert UKG via UKG's support feature, so that UKG can take the necessary steps to manage and remedy the situation, in accordance with applicable laws. For example, UKG should be made aware of the following offences:

- Advocacy for crimes against humanity and war crimes;
- Terrorism and/or advocacy of terrorism;
- Incitement to discrimination, hatred or racial violence;
- Child pornography; and
- Messages of a violent or pornographic nature or of a nature likely to seriously violate human dignity, when the message is likely to be seen or perceived by a minor.

9. COSTS OF MyPeopleDoc®

MyPeopleDoc® is free of charge to Users. Nevertheless, all Internet connection charges shall be borne by the User, under the conditions set forth by their Internet provider, as well as the cost of any tools necessary to view or read stored Files.

10. CONDITIONS FOR RECEIVING AND READABILITY OF HR DOCUMENTS

10.1. Depending on the settings chosen by the Employer, the User accepts to receive all or part of the HR Documents electronically transmitted to the MyPeopleDoc® Account. In this case, HR Documents will be sent to the User's account in PDF format or any other format compliant with current standards.

10.2. As technology evolves, UKG will regularly verify that stored HR Documents remain readable using at least one available market-standard software, and correspond to a universal format. If technological changes make it impossible to read stored HR Documents in their original format, UKG will migrate to a new readable format, at its own expense, using a software that is standard at the time of migration.

11. SERVICE LEVEL

11.1. In the context of controlled access, MyPeopleDoc® will be accessible 24/7, with availability subject to maintenance periods. UKG will ensure maximum service availability to the best of its ability.

11.2. A user support service will also be made available to Users, free of charge, at the following address: https://hrsd-peopledoc.ukg.com/ . This service will be available on business days, Monday to Friday during working hours (9.30 am to 6.30 pm CET).

11.3. Access to MyPeopleDoc® may be subject to certain functionality restrictions depending on operating and maintenance requirements. In the event of an emergency or material breach and as a last resort, the User's access to MyPeopleDoc® may be temporarily interrupted for any urgent maintenance operations that UKG may perform.

11.4. In the event of any planned or unplanned outages of MyPeopleDoc®, User will be informed with a message upon logon to the MyPeopleDoc® Account.

12. LIABILITY FOR MyPeopleDoc®

12.1. UKG commits to ensuring access to HR Documents, as well as their readability, their integrity and their confidentiality, in the best possible conditions available at any given time.

12.2. To the fullest extent permitted by applicable law, UKG shall not be held liable for any indirect harm, such as loss of revenue or interest, that the User might suffer. UKG is not liable for any malfunctions or problems in accessing the MyPeopleDoc® Account following events of *force majeure*, as defined by applicable laws and jurisprudence.

12.3. Furthermore, UKG shall not be held liable for unauthorised access by a third party to the User's MyPeopleDoc® Account, when such access is obtained using the User's access code or the email linked to their MyPeopleDoc® Account. In this event, should the User request to block access to their Account, and until UKG issues a new access code, access will be temporarily suspended.

12.4. Moreover, UKG shall not be liable for the content of the Files uploaded or stored in User's MyPeopleDoc® Account.

13. INTELLECTUAL PROPERTY AND LICENCE

13.1. **Licence**. UKG grants the User a personal, non-exclusive, non-transferable and non-assignable worldwide licence to access and use MyPeopleDoc®, limited to the services subscribed to by the Employer, subject to other provisions of these Terms of Use. The User acknowledges that they have no rights whatsoever to the object and source codes of the Services and MyPeopleDoc® which are and shall remain the exclusive property of UKG.

13.2. **User Restrictions on Intellectual Property.** The User shall not: (i) access or use the Services in any manner or for any purpose other than expressly permitted by these Terms of Use; (ii) change, modify or otherwise create works based on all or any portion of the Services; (iii) modify, disassemble, decompile or reverse engineer any part of the Services or apply any other process or procedure that shall infringe UKG's rights (except solely to the extent permitted by applicable law); (iv) access or use the Services in a way intended to avoid exceeding usage limits or quotas; (v) use the Services in order to build a similar or competitive application or service; (vi) change or remove any disabling mechanism or avoid any technical protection measures associated with the Services, or otherwise use any tool to enable features or functionalities that are otherwise disabled; or (vii) remove or change any proprietary notices (e.g. copyright and trademark notices) involving the Services.

14. TERM AND TERMINATION

14.1. **Term.** These Terms of Use come into effect: (i) for new Accounts, as of the activation of the User's Account (the "Effective Date"), by ticking the box intended for this purpose, as set forth in Section 3 above; or (ii) in case of an update of these Terms of Use, for existing Accounts, 45 days after it is available online as further indicated under Section 16.

14.2. **Termination by the User.** The User has the right to terminate these Terms of Use by deleting the MyPeopleDoc® Account via the available function. Upon receiving the deletion request, UKG commits to promptly deleting the Account, in all circumstances, within no later than forty (40) days.

14.3. **Suspension and Termination by UKG.** UKG may suspend the Services, at its discretion, effective immediately if Users do not comply with their obligations and particularly Section 8 of the Terms. UKG may terminate the Services at its discretion, effective immediately: (i) upon written notice to the User if the User breaches these Terms of Use and does not substantially cure the breach within seven (7) days; or (ii) if the MyPeopleDoc® Account is inactive for more than twelve (12) months and no longer contains any Files. In such case, UKG may send a notice of closure to the email address that the User provided when creating the Account. If the User does not respond to the notice of closure within thirty (30) days, UKG will consider the Account abandoned and will proceed with deletion.

14.4. **Effects of Termination by the User.** By deleting the MyPeopleDoc® Account, the User recognises that all the Files and all associated data will be permanently deleted. Therefore, the User must download any Files stored in the MyPeopleDoc® Account, by selecting the Files and clicking "download", that they might need prior to initiating the procedure to delete the Account. Once deleted, the Account cannot be reactivated or restored.

15. WHAT HAPPENS TO THE USER'S ACCOUNT IF THE USER PASSES AWAY – LEGACY CONTACT

15.1. The User can choose to either appoint a legacy contact to look after their Account upon passing or have the Account permanently deleted. UKG strongly suggests setting a legacy contact so that the MyPeopleDoc® account can be managed. The User can contact https://hrsd-peopledoc.ukg.com/ and inform UKG of their choice.

If the User has not appointed a legacy contact, the Account will remain active until UKG is notified of the passing upon receipt of an original certificate of death issued by a competent authority. Rightful heirs and/or third parties related to succession procedures may gain access to the Account in order to retrieve Files for succession purposes. To gain access to the Files, proof of relationship with the User's succession may be requested.

16. CHANGES IN MyPeopleDoc® AND THESE TERMS OF USE

16.1. UKG reserves the right to adapt or modify the range of services offered in MyPeopleDoc®. Any change shall come into effect on the date it is uploaded and made available online.

16.2. UKG reserves the right to amend these Terms of Use. Any change will come into effect and will be applicable 45 days after it is made available online. User shall be notified of any such changes upon their next logon to MyPeopleDoc® following the update and before the User can proceed with using the Account. Changes will be applicable to all Users.

16.3. If the User does not agree with the new version of these Terms of Use, the User must delete the MyPeopleDoc® Account. Prior to deleting the Account, the User is recommended to download the Files that they wish to keep. As stated in clause 14.4, by deleting the MyPeopleDoc® Account, the User recognises that all the Files and all associated data will be permanently deleted.

17. GENERAL

17.1. **Language.** These Terms of Use have been established in several languages. The version that has priority for interpreting these Terms of Use shall be the English language version.

17.2. **Assignment.** UKG reserves the right to transfer these Terms of Use, and thus the contractual relationships related, to any third party of its choice.

17.3. **Subcontracting.** UKG reserves the right to subcontract to any other company of its choice all or part of the Services. UKG shall remain solely liable to the User and shall be responsible for taking action against its defaulting sub-contractors.

17.4. **Applicable Law.** Without any prejudice to any applicable law for the maintenance of public order and/or any applicable international public order provision, these Terms of Use shall be governed by the law of the country where the User has their habitual residence, without regard to its rules on conflict of law.

17.5. **Mediation.** As applicable, the User may submit any dispute that may arise in connection with the interpretation, validity or execution of these Terms of Use to mediation. Said mediation shall be requested from FEVAD (Fédération du e-commerce et de la vente à distance) (Fédération du e-commerce et de la vente à distance) with the following contact details BP 20015 - 75362 Paris Cedex 8- - http://www.mediateurfevad.fr. Following a prior written request from users to the UKG, the Mediation Service may be contacted for any unresolved consumer dispute. To find out how to contact the mediator, visit https://www.mediateurfevad.fr/index.php/espace-consommateur-2. Where possible and permitted by local regulations, the parties agree to bear half the costs of mediation. The parties also agree to cooperate with each other to the fullest extent necessary to find an amicable solution. The parties agree to keep strictly confidential all exchanges, letters or documents that take place during the mediation procedure.

17.6. **Jurisdiction.** In the absence of an amicable agreement or a settlement, the parties expressly grant exclusive jurisdiction to the competent courts in the User's jurisdiction in case of a dispute relating to the interpretation, validity or execution of these Terms of Use.

SPECIAL CONDITIONS APPLICABLE BY JURISDICTION:

FRANCE

SPECIFIC CONDITIONS FOR THE DELIVERY OF PAYSLIPS IN FRANCE

1. USERS' RIGHTS CONCERNING PAYSLIPS

The Employer will choose between the two options below as ways of obtaining Users' agreement for the set-up of the service of electronic distribution of payslips ("Distribution"), as follows: (i) the Employer decides to obtain the User's consent prior to setting up said service ("Opt-in"); or (ii) the Employer decides to give the User the opportunity to refuse the Distribution ("Opt-out").

- ***With prior consent (Opt-in)***

If the Employer chooses to collect the User's consent before setting up the Distribution, the User agrees that payslips will be delivered electronically by accepting these Terms of Use.

If the User decides to revoke their consent thereafter, the User may do so at any time by configuring their Account settings. The Employer shall comply with the User's request (i.e. resumption of the delivery of hard-copy payslips) as quickly as possible, and no later than three (3) months following receipt of said request.

- ***Digital payslip by default (Opt-out)***

If the Employer chooses to set up the electronic distribution of payslips by default, the User will have one (1) month from the date of receipt of the notice from the Employer to refuse the Distribution before the first payslip is delivered electronically. The User can inform the Employer that they refuse the Distribution, either via MyPeopleDoc® or any other method that can be duly dated (e.g. directly addressing the Employer).

Following this (1) month retraction period and once the Distribution is established, two scenarios may occur:

⇒ In the absence of prior User's objection, payslips will be distributed electronically in the Account.
⇒ In the event of prior User's objection, the activation of the Account entails acceptance of the Distribution.

In each scenario, the User has the option of revoking their consent at any time via MyPeopleDoc® or any other method that can be duly dated (e.g. directly addressing the Employer). The Employer shall comply with the User's request (i.e. resumption of the delivery of hard-copy payslips) as quickly as possible, and no later than three (3) months following receipt of said request.

The Employer may decide that the option to return to paper payslips, as described above, will not be available in the Account settings. In this case, the User must submit their request directly to the Employer.

2. PAYSLIP RETENTION PERIOD

Payslips will be stored in MyPeopleDoc® for at least fifty (50) years from the date they are first stored, even if the User subsequently decides to revert to receiving hard-copy payslips. During this payslip retention period, the User will be free to view, print, download and/or share payslips.

The provisions of this article will continue to be valid after the expiry of these Terms of Use.

3. IF UKG CEASES TRADING

In the event that the Services are discontinued because UKG ceases trading, Users will be notified at least three (3) months prior to the definitive cessation of service. During this period, Users will be able to retrieve/download all the Files stored in their Account without needing to perform complex or repetitive actions, and in a structured electronic format that is commonly used.

SPECIFIC CONDITIONS ABOUT MEDIATION

Mediation regarding any dispute arising in connection with these Terms of Use shall be requested from FEVAD (Fédération du e-commerce et de la vente à distance) (Fédération du e-commerce et de la vente à distance) with the following contact details BP 20015 - 75362 Paris Cedex 8- - http://www.mediateurfevad.fr.

GERMANY

1. LIABILITY

The following sentence of Section 12.2 above:

"*To the fullest extent permitted by applicable law, UKG shall not be held liable for any indirect harm, such as loss of revenue or interest, that the User might suffer. UKG is not liable for any malfunctions or problems in accessing the MyPeopleDoc® account following events of force majeure, as defined by applicable laws and jurisprudence.*"

Is exchanged by:

112.2 (a) UKG's Liability for Slight Negligence

If a breach by UKG of these Terms of Use is due to UKG's slight negligence, UKG will only be liable to the User for damages if UKG has breached an essential obligation which means an obligation the performance of which is a necessary prerequisite for the proper performance of the Services or the violation of which jeopardises the purpose of these Terms of Use, and the User could legitimately rely upon its fulfilment by UKG. UKG's liability shall be limited in this case to the damages that have been foreseeable as of the time when these Terms of Use were entered into and which can typically arise in connection with these Terms of Use.

12.2 (b) UKG's Liability for Indirect Damages

Subject to Section 12.2(c), UKG shall only be liable for any indirect, incidental, consequential or special loss or damages (including but not limited to loss of profits, interruption of Service, loss of business, business opportunity or anticipated savings, or harm to reputation), to the extent that such losses have been foreseeable as of the time when these Terms of Use were entered into and which can typically arise in connection with these Terms of Use. The same applies for UKG's liability for the procurement of substitute services.

12.2(c) Exceptions

Nothing in these Terms of Use limits or excludes UKG's liability (a) for death, bodily injury or injury of health arising out of its negligence or that of its vicarious agents, (b) for losses suffered as a result of gross negligence or wilful misconduct, or (c) for losses that cannot be limited or excluded by law, in particular the liability under the German Product Liability Act (Produkthaftungsgesetz).

Last revision: October 2022

HR, Pay, & Workforce Management

Exhibit B

ORDER FORM

Quote#: Q-359967
Expires: 31 Dec, 2025
Sales Executive: John Jamieson
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 21 Nov, 2025

Customer Legal Name:
HILLSBOROUGH COUNTY AVIATION AUTHORITY

Customer Legal Address:
4160 GEORGE J BEAN PKWY, STE 2400, TAMPA, FL 33607-5908 USA

Bill To: HILLSBOROUGH CO AVIATION AUTHORITY
PO BOX 22287
TAMPA, FL 33622-2287 USA

Bill To Contact:

Ship To: HILLSBOROUGH COUNTY AVIATION AUTHORITY
4160 GEORGE J BEAN PKWY, STE 2400
TAMPA, FL 33607-5908 USA

Ship To Contact: Karen Greene

Ship to Phone: (813) 215-8129
Ship to Mobile:
Contact: Karen Green
Email: kgreene@tampaairport.com

Currency: USD
Customer PO Number:
Solution ID: 6096677
Initial Term: 36 months from Billing Start Date
Uplift Percent: 4 %

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

Billing Start Date: 90 Days from the Effective Date

Services

Billing Frequency: Quarterly in Advance

Services	Quantity	PEPM	Monthly Price	Annual Price
UKG PRO PAY AND PEOPLE CENTER	750	USD 13.57	USD 10,177.50	USD 122,130.00
UKG PRO PAY	750	Included	Included	Included
UKG PRO PEOPLE CENTER	750	Included	Included	Included
UKG PRO PAYMENT SERVICES	750	Included	Included	Included
UKG PRO WAGE ATTACHMENT DISBURSEMENT	750	Included	Included	Included
UKG PRO TAX FILING SERVICES	750	Included	Included	Included
UKG PRO CHECK PRINTING	750	Included	Included	Included
UKG PRO BENEFITS ENROLLMENT	750	Included	Included	Included
UKG PRO MODEL MY PAY	750	Included	Included	Included
UKG PRO BASIC SSO	750	Included	Included	Included
UKG PRO DATA EXCHANGE SERVICES	750	Included	Included	Included
UKG PRO ACA SERVICES	750	Included	Included	Included
UKG PRO HCM NPRD	750	Included	Included	Included
UKG HRSD DOCUMENT MANAGER	750	USD 1.70	USD 1,275.00	USD 15,300.00
UKG HRSD PEOPLE ASSIST	750	USD 1.70	USD 1,275.00	USD 15,300.00
UKG PRO EMPLOYEE VOICE	750	USD 1.70	USD 1,275.00	USD 15,300.00
UKG PRO LEARNING	750	USD 3.39	USD 2,542.50	USD 30,510.00
UKG PRO PERFORMANCE AND COACHING	750	USD 2.97	USD 2,227.50	USD 26,730.00
UKG PRO PERFORMANCE REVIEWS	750	Included	Included	Included
UKG PRO SUCCESSION	750	Included	Included	Included
UKG PRO COACHING AND DEVELOPMENT	750	Included	Included	Included
UKG PRO TALENT ACQUISITION	750	USD 2.54	USD 1,905.00	USD 22,860.00

Services	Quantity	PEPM	Monthly Price	Annual Price
UKG PRO ONBOARDING	750	Included	Included	Included
UKG PRO RECRUITING	750	Included	Included	Included
INCOME AND EMPLOYMENT VERIFICATION FROM EQUIFAX	1	Included	Included	Included
UKG PRO HR ONLY	1	Included	Included	Included
UKG PRO LIMITED ACCESS	1	Included	Included	Included
UKG PRO PEOPLE ANALYTICS WITH PRO WFM DATA	750	Included	Included	Included
UKG PRO COMPENSATION	750	USD 1.70	USD 1,275.00	USD 15,300.00
UKG BRYTE ASSISTIVE AI FOR PRO	750	USD 1.70	USD 1,275.00	USD 15,300.00
UKG PRO CANDIDATE TEXTING	750	USD 0.13	USD 97.50	USD 1,170.00
Total Price			**USD 23,325.00**	**USD 279,900.00**

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 LAUNCH FIXED FEE	Grouped	1	USD 72,442.50	USD 72,442.50
Total Price				**USD 72,442.50**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 23,325.00
Total Annual SaaS and Equipment Rental Fees	USD 279,900.00

Item	Total Price
Total Fixed Fees	USD 72,442.50

Order Notes:

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the " Omnia Master Agreement No. 24-6833 ") and used by Customer as an Omnia Participating Public Agency.

UKG may invoice Customer up to sixty (60) days in advance of the Billing Start Date set forth in an order. Upon Customer's receipt of such invoice, Customer shall pay the invoice within the payment terms time frame set forth in such order.

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.

HILLSBOROUGH COUNTY AVIATION AUTHORITY		**UKG Kronos Systems LLC**	
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. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

UKG Pro Statement of Work for HILLSBOROUGH COUNTY AVIATION

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. The SOW shall apply to this Order and shall supersede any Statement of Work linked in the Order. The scope of services described herein are fixed price 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.

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) [and parallel testing for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Services in Scope

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

Subscription Service	Go Live Phase
UKG Pro Pay and People Center	Phase 1
UKG Pro Performance and Coaching UKG Pro Compensation	Phase 1
UKG Pro Learning	Phase 2
UKG Pro Employee Voice	Phase 2
UKG Pro People Assist	Phase 2
UKG Pro Talent Acquisition (Recruiting and Onboarding)	Phase 2
UKG Pro Document Manager	Phase 2
UKG Pro Bryte Assist	Phase 2

3. Launch Parameters

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

Launch Item	Parameters
Project Launch and Completion	• UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. • The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Pay and People Center and/or UKG Pro Workforce Management is six to seven (6-7) months from project kick-off • Kick-off for the Phase 2 Launch, if applicable, will be scheduled within one (1) month of the Phase 1 Launch Go Live. • The typical Phase 2 Launch duration is [two to five (2-5) months from Phase 2 kick-off depending upon specific Subscription Service(s) purchased.

Launch Item	Parameters
	• Launch services for each phase end when the scope of services are completed or expire six (6) months after phase kick-off, whichever comes first. • Customer will exercise services, including all integrations, within the defined services period provided in this SOW. • .
Launch Pricing	• Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration identified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order. • Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.
Work Hours	• UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. • Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Global Employees	The term "Global Employees" applies to employees based in countries outside of the US and Canada. • Support for Global Employees, when applicable, is limited to services specifically identified in the Order and this SOW. • UKG Project Management will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • The Customer's project manager is 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.
Travel and Access	• All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request order. • Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). • Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team\

Launch Phase	UKG	Customer	Deliverables
	• Provide Customer access to the Subscription Service(s) as contracted in the Order •	implementation	• Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements			
	• Guide Customer in gathering business requirements for Net New Subscription Services • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations • Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan	• Gather policy/procedure documentation and business use cases to complete data collection process for Net New Subscription Services • Describe expected solution, business process(es), 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 • Participate in the documentation of project assumptions, risks, and configuration needs	• Updated project plan delivered detailing activities and primary milestones of the project • Data collection process complete • Testing strategy workshop(s) delivered • Project scope document delivered
Build			
	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test			
	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects	• User Acceptance testing (UAT) completed and • Customer's authorization to proceed to Go Live received
Go Live			
	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Subscription Service Consultant(s)	• Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests • Complete the configuration life cycle per the Launch methodology for Subscription Service(s) in scope
Data Conversion Consultant	• Responsible for successful conversion of source data provided by Customer
HR/Payroll Consultant	• Primary point of contact for HR and payroll subscription services configuration life cycle per the Launch methodology
Payment Services Subject Matter Expert	• Primary point of contact for payment services related activities
Benefit Consultant	• Primary point of contact for benefit subscription services configuration life cycle per the Launch methodology
Talent/Compensation Consultant	• Primary point of contact for talent and compensation subscription services configuration life cycle per the Launch methodology
Document Manager and People Assist Consultant	• Primary point of contact for document manager and people assist subscription services configuration life cycle per the Launch methodology
Workforce Management Consultant	• Primary point of contact for workforce management subscription services configuration life cycle per the Launch methodology

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager / Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
Human Resources (HR) Subject Matter Expert	• Customer's primary HR representative and designated decision maker
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker
Benefits Subject Matter Expert	• Customer's primary benefits representative and designated decision maker
Talent Acquisition Subject Matter Expert	• Customer's primary talent acquisition representative and designated decision maker
Talent Subject Matter Expert	• Customer's primary talent, learning, and compensation representative and designated decision maker

Customer Resource	Key Responsibilities
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker
Other Subject Matter Experts	• Provide subject matter expertise pertaining to the Customer's current business processes and policies for functional areas associated with in scope Subscription Service(s) • Act as a primary resource and decision maker regarding Subscription Service(s) configuration • Support Customer's User Acceptance Testing (UAT) effort during the Testing phase per the Launch methodology and supplemental testing services, if purchased

6. Service Assumptions

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

Training and User Adoption Services

Service	Assumptions
Training	UKG will: • Provide guidance on recommended product training to prepare your project team during Launch via Project Map. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.

Testing Services

Service	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from Customer to validate system readiness prior to Go Live

UKG Pro HCM Services

Service	Assumptions
UKG Pro Pay and People Center	UKG will provide the following Pro Pay and People Center data conversion services (a successful conversion balances with the provided source data): Review Customer-provided source data to ensure suitability for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables. Convert data from HCAA's current HR System • Convert employee masterfile/people data (active employees and current year terminated employees) one (1) time • Convert payroll opening balances up to two (2) times (additional sources may be used for conversion; however additional fees may apply)

Service	Assumptions
	Customer will: • Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables. UKG will provide the following: • One (1) customer-specific flat file for banking (ACH and positive pay) • One (1) general ledger journal entry file • Following design phase in this Launch, UKG and Customer will agree to up to fifteen (17) flat-file/API interfaces from the following list to be created in this Launch. Each integration is assumed to have one (1) file layout. Integrations in this section are delivered via encrypted flat file via secure FTP site and processed as a scheduled event: Bentek • HR Personnel • Payroll Audit • Benefits Deductions Employee Benefit Providers (bi-directional, if needed, for setup of new benefits or communication of benefit changes to benefit providers): medical, dental, vision, health spending account, flexible spending account, disability (LTD/STD), COBRA, deferred compensation plan (i.e., 401k/RRSP-CAN) Nationwide • Payroll • Census • ADP • Okta • Active Directory • Service Now • Drug and Background Screening • Job Postings • General Ledger Journal Entry File Customer will: • Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
	UKG will provide the following predefined functionality: • Form & workflow configuration • HR Roles mapped with UKG Pro People Center HR role • Process automation and template configuration • UKG Pro People Center HR data (Employee, Organization and HR User) • Logo of Customer applied to UKG Pro People Assist site
UKG Pro Document Manager	UKG will provide the following predefined functionality: • Employee folder structure • HR roles mapped with UKG Pro People Center HR roles • UKG Pro People Center HR data (Employee, Organization and HR User)

Service	Assumptions
	• Historical and on-going migration of onboarding and employee documents from UKG Pro People Center with standard mapping • Enablement of advanced document generation feature • Logo of Customer to UKG Pro Document Manager site
UKG Pro Talent Acquisition* UKG Pro Learning** UKG Pro Compensation UKG Pro Performance and Coaching UKG Pro Employee Voice	UKG will: Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments o Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement. Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use Provide thirty (30) days of production support prior to transitioning Customer to UKG Support Customer will: • As a prerequisite, be live on UKG Pro People Center and actively maintaining both organization structure and employee data • Participate in working sessions and complete assigned configuration and testing activities • Data Conversion Services included: Data Conversion: Employee Status History (for each 7yr period) Data Conversion: Job History (for each 7yr period) Data Conversion: Review History (for each 7yr period) Data Conversion: Recruiting Data Conversion: Check Detail History (up to 3yrs) Data Conversion: Electronic Document/Employee Photo Conversion Electronic Document/Employee Photo Conversion Employee Documents/Photos – This service includes Mass Document Import to UKG Pro. Employee Documents, Photo Import, Document PDF Extracts (W2/W2C, T4/RL-1, 1095C, *Data conversion services for UKG Pro Talent Acquisition must be completed prior to Go Live.
UKG Pro Bryte Assist	UKG will: • Assist with configuring access to Bryte Assist through security settings • Provide guidance on how to upload documents to Bryte Assist • Share best practices for using Bryte Assist effectively Please note: Bryte Assist does not currently support the automatic generation of responses based on localized content-specific rules or policies unless those are uploaded. We also recommend that customers encourage their user base to provide clear feedback if Bryte AI ever provides incorrect information. For any issues, Customer Administrators should submit tickets via the appropriate UKG channels, following the established escalation process and SLA requirements

7. Service Requests

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

The following excluded items are considered out of scope and will require a Service Request:
- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope or effort
- Changes to the project resource requirements

- Changes to the Launch duration

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

EXHIBIT C
U.S. Data Protection Addendum

This United States Data Processing Addendum ("DPA") is by and between (i) UKG Kronos Systems, LLC ("UKG or "Company"), and (ii) the Hillsborough County Aviation Authority ("Authority" or "Customer") and is an exhibit to the Supplemental Agreement to the Omnia Partners Contract No. 24-6833, as amended ("Supplemental Agreement"). Authority and Company are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, in the course of providing the Services to Authority pursuant to the Agreement, Company may Process Personal information on behalf of Authority, and the Parties agree to comply with the following provisions with respect to the Processing of Authority Personal information. This DPA applies to the extent Authority is subject solely to U.S. Privacy Laws. Should Customer become subject to any other privacy laws such as the EU General Data Protection Regulation, the Parties agree the processing of Personal information will be subject to UKG's international Data Protection Addendum located at https://www.ukg.com/ukg-unified-dpa unless otherwise agreed to in writing by the Parties. Company shall comply with all U.S. Privacy Laws applicable to it as a "Service Provider" or in its role as a Company Processor of Personal information. Authority shall comply with all U.S. Privacy Laws applicable to it as a "Business" or the controller of Personal information. Notwithstanding, Company is not responsible for complying with U.S. Privacy Laws applicable only to Authority or Authority's industry.

1. Definitions

In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

"**Affiliates**" means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer and which are doing business in the United States. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

"Applicable Laws" means any applicable provisions of all U.S. laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party's respective business operations. Company shall comply with all Applicable Laws applicable to Company in its role as a Data Processor Processing Personal information. For the avoidance of doubt, Company is not responsible for complying with Applicable Laws applicable to Authority or Authority's industry. Authority shall comply with all Applicable Laws to Authority as a Data Controller.

"Core Subscription Services" means UKG Pro, UKG Pro Workforce Management, UKG Ready, and UKG Pro People Assist and UKG Pro Document Manager offerings identified in the Order.

“Data Subject” means an identified or identifiable natural person.

“**Personal Information**” means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including “personal information” as defined under the California Consumer Privacy Act (“CCPA”) and any similar terms, such as “personally identifiable information”.

“**Processing**”, “**Process**”, “**Processes**” and “**Processed**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Pseudonymized Data**” means the processing of Personal information in a manner that renders the personal information no longer attributable to a specific consumer without the use of additional information, provided that the additional information is kept separately and is subject to technical and organizational measures to ensure that the personal information is not attributed to an identified or identifiable consumer.

"Services" means Core Services and any other UKG Products and Services.

"Subprocessor" means any person (including any third party and any Company Affiliate) appointed by or on behalf of Company to Process Personal information on behalf of Authority in connection with the Agreement, a list of which is available on ukg.com, and which is incorporated herein by reference.

"Company Processor" means Company or a Company Subprocessor.

“**Other Company Products and Services**” means Professional Services and Company products and services other than core Subscription Services, which are subject to the specific Supplement for Other Company Products and Services available on ukg.com.

“**U.S. Privacy Laws**” have the same meaning as in Applicable Laws and regulations concerning the privacy and security of information reasonably identifying or linked to an individual, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the “CPRA”); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 et seq. (the “CPA”) the Connecticut Data Privacy Act, Public Act No. 22-15 (the “CTDPA”); the Utah Consumer Privacy Act, Utah Code § 13-61-101 et seq. (the “UCPA ”); and the Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 et seq. (the “VCDPA”).

2. Processing of Customer Personal information

2.1 Company will only Process Personal information for the purpose, and in accordance with, the relevant Authority's instructions as documented in the Agreement and this DPA, unless Processing is required by the Applicable Laws to which the relevant Company Processor is subject, in which case Company to the extent permitted by the Applicable Laws, will inform Authority of that legal requirement before the Processing of that Authority Personal information. Schedule 1 to this DPA sets out certain information regarding Company's Processing of Customer Personal Data.

2.2 Company will not: (i) Sell or Share (as both terms are defined under U.S Privacy Laws) any Personal information; (ii) retain, use, or disclose such Personal information for any purpose other than performing the Services, the business purpose stated in the Agreement or as otherwise permitted by the U.S. Privacy Laws; (iii) retain, use, or disclose the Personal information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; (iv) retain, use, or disclose Personal information outside of the direct business relationship between Authority and Company unless otherwise permitted under the Agreement; (v) combine Personal information Company receives from, or on behalf of, Authority with personal information that Company receives from, or on behalf of, another person or persons or collects from Company's own interaction with a consumer, provided that Company may combine personal information to perform the Services or as set forth in the Agreement. Company shall notify Authority if it makes a determination that it can no longer meet its obligations under U.S Privacy Laws and Authority may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal information. Authority may take reasonable and appropriate steps to ensure Company uses Personal information collected pursuant to the Agreement and this DPA in a manner consistent with Authority's obligations under U.S Privacy Laws.

2.3 Authority hereby (i) instructs Company (and authorizes Company to instruct each Subprocessor) to (a) Process Personal information; and (b) in particular, transfer Personal information to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement, (ii) warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in this section on behalf of Authority; and (iii) warrants and represents that it has all necessary rights in relation to the Personal information and/or has collected all necessary consents from Data Subjects to Process Personal information to the extent required by Applicable Law.

3. UKG Personnel

Company will take steps to ensure that access to Personal information is limited to those individuals who: (a) need to know or access the relevant Personal information as necessary for the purposes of providing the Services under the Agreement or to comply with Applicable Laws in the context of that individual's duties to Company; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

Company shall implement reasonable and appropriate safeguards to protect Personal information as set forth in Schedule 2 to this DPA and incorporated by this reference.

5. Subprocessing

5.1 Authority generally authorizes Company to appoint Subprocessors in accordance with this Section 7, including without limitation those Subprocessors provided herein and any new Subprocessors. Subprocessors used for Company Other Products and Services may be listed under each applicable Services Description or Order Form or in an addendum to this DPA.

5.2 Company will provide Authority with a mechanism to obtain notification of the appointment of any new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor at least thirty (30) days before said Subprocessor carries out Processing activities on Authority Personal information on behalf of Authority. Authority may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection by email to privacy@ukg.com to Company within ten (10) days of Authority 's receipt of notification of the addition of the new Subprocessor by Company. In the event Company, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Authority Personal information or is otherwise unable to reasonably address the Authority 's objection within thirty (30) days of Company's receipt of such objection from Authority, the Authority may terminate the impacted Services upon written notice to Company. This termination right is Authority's sole and exclusive remedy if Authority objects to any new Subprocessor and is not a termination for cause. Company will cease providing the impacted services thirty (30) days following the notice of termination.

5.3 With respect to each Subprocessor, Company will verify that the arrangement between Company and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Authority Personal information as those set out in this DPA.

6. Data Subject Requests

6.1 If Authority receives a request from a Data Subject related to Personal information Processed by Company, Authority can either: (a) retrieve the information necessary to fulfill the request from the Services; or (b) to the extent such information is not available to Authority through the Services, Company will reasonably assist Authority in fulfilling the request upon written request.

6.2 If Company receives a request from a Data Subject related to Personal information Processed by Company, Company will promptly redirect the Data Subject to Authority and not respond to the request except on the documented instructions of Authority or as required by Applicable Laws to which Company is subject, in which case Company, to the extent permitted

by the Applicable Laws, shall inform Authority of that legal requirement before Company responds to the Data Subject request.

7. Personal Information Breach

7.1 Company will notify Authority without undue delay and in accordance with U.S. Privacy Laws upon Company or any Subprocessor becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal information transmitted, stored or otherwise processed by Company ("**Personal information Breach**") affecting Personal information, providing Authority with sufficient information to allow Authority to meet its obligations to report or inform Data Subjects of the Personal information Breach under the U.S. Privacy Laws.

7.2 In the event of a Personal information Breach, the Parties will reasonably cooperate with each other, and Company shall take commercially reasonable steps to keep Authority informed as to the investigation, mitigation, and remediation of any such Personal information Breach.

7.3 Except as may be required by Applicable Laws, Company will not notify Authority's affected Data Subjects about a Personal information Breach without Authority's prior written consent.

8. Deletion or Return of Authority Personal information

8.1 Subject to Sections 8.2 and 8.3, following the latter of either (i) termination or expiration of the Agreement or (ii) cessation of the Processing of Authority Personal information, (the "Cessation Date"), Company will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal information that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

8.2 Notwithstanding Section 8.1 above, each Company Processor may retain Personal information to the extent and for such period as required by Applicable Laws, provided that Company will ensure the confidentiality of all such Personal information and will ensure that such Personal information is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage.

8.3 Upon receipt of written request from Authority, UKG will provide written certification to Authority that it has complied with this Section 9.

9. Audit rights.

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for

any and all acts or omissions of any such third party. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG' information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report for Core Subscription Services, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

10. Law Enforcement Requests

Company agrees to notify Authority of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over Company for disclosure of Authority Personal information processed under this DPA ("Disclosure Request") to the extent permitted by Applicable Law. Company shall not respond to Disclosure Requests without notifying Authority and receiving written authorization from Authority to respond to such Disclosure Request, except as required under Applicable Laws or order of court or governmental authority with competent authority and jurisdiction over same.

11. General Terms

11.01 DPA Priority. Nothing in this DPA reduces Company's obligations under the Agreement in relation to the protection of Personal information or permits Company to Process (or permit the Processing of) Personal information in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

11.02 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

11.03 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained there.

11.04 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Authority Personal Data, including without limitation, any terms that may be imposed upon Company by means of any "click-through", forms, applications, or any other terms and conditions which are presented to Company in the course of Company's engagement with Authority.

Schedule 1: Details of Processing of Authority Personal Data

This Schedule 1 includes certain details of the Processing of Authority Personal Data.

Subject matter and duration of the Processing of Authority Personal Data
The subject matter and duration of the Processing of the Authority Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Authority Personal Data
Provision of the Services are set out in the Agreement and this DPA, where Company acts as a data processor, and for business operations, as an independent controller. Company will use and otherwise process Authority Data only as described and subject to the limitations provided below (a) to provide Authority the Services in accordance with Authority's documented instructions and (b) for business operations incident to providing the Services to Authority.

Processing to Provide Authority the Services

For purposes of this DPA, "to provide" a Service consists of:

- Delivering functional capabilities as licensed, configured, and used by Authority and its users;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Keeping Services up to date and operational, and enhancing user productivity, reliability, efficacy, quality, and security. When providing Services, Company will not use or otherwise process Authority Data or Personal Data for: (a) user profiling, (b) advertising or similar business purposes, or (c) sell or share Personal Data.

Processing for Business Operations Incident to Providing the Services to Authority

For purposes of this DPA, "business operations" means the processing operations authorized by Authority in this section. Authority authorizes Company:

- to create aggregated statistical, non-personal data from data containing Pseudonymized identifiers (such as usage logs containing unique, Pseudonymized identifiers);
- to calculate statistics related to Authority Data; and
- to de-identify Authority Data to enhance and create new functionalities.
- in each case limited to providing the Services, such as billing and account management; internal reporting and business modeling, and product strategy; and enhancing Authority's experience. When processing for these incident business operations, Company will apply principles of data minimization, confidentiality and will not use or otherwise process Authority Data or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, (c) any other purpose, other than for the purposes set out in this section or (d) Sell or Share Personal Data.

The types of Authority Personal Data to be Processed

All Customer Personal Data required by UKG to correctly provide the Services to Customer pursuant to the Agreement which may include, without limitation: employee first and last name, employee ID number, department code, badge number, job title, absence information, identification and contact information of Authority subjects, employment and education details of Authority Data Subjects, other information that Authority may collect in order to pay and manage its workforce.

The categories of Data Subject to whom the Authority Personal Data relates

Authority's employees, contractors, and job applicants.

=**Privacy related contact:**

UKG: privacy@ukg.com

Authority: As specified in this DPA, in the Order Form or in the Statement of Work.

Schedule 2: Technical and Organizational Measures

The following Technical and Organizational Measures are applicable to Company Core Subscription Services. The specific Supplement for Company Other Products and Services to this DPA is applicable to any Other Company Products and Services.

1. ISAE3402 /SSAE 18 (SOC 2) Audit: Company shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Authority upon request. Company shall ensure the data center carries out its own SOC 2 audits and provide such reports to Authority upon request.

2. ISO 27000 Series Audits: Company shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the Company Services. Company shall also ensure the data center used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, Company shall provide the certificates to Authority.

3. Entity Controls: Consistent with Company's obligation to maintain its compliance programs as described above, Company shall continuously carry out the following security measures:

a) Security Policy: Company shall maintain an information security policy that is reviewed annually by Company and published and communicated to all Company employees. Company shall maintain a dedicated security and compliance function to maintain and monitor security controls across Company.

b) Employee Onboarding: All Company Personnel shall be subject to a comprehensive background check and agree to accept Company's Code of Conduct upon hire.

c) Employee Termination: Company shall terminate all credentials and access to the Services of a Company employee in the event of termination of his or her employment within a reasonably timely manner.

d) Access Controls by Company Personnel: Access to all Company owned or licensed network components, servers, databases, computers, and software programs by Company Personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. Company shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout

periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.

e) Security Awareness Training: Company employees shall participate in security awareness and privacy training, upon hire and annually thereafter.

f) Change Management: Company shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.

4. Application and Network Controls:

a) Privileged Access by Company Personnel: Privileged access to Company owned or licensed network components, servers, databases, computers, and software programs by Company Personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by Company in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to Company's systems used in the provision of the Services shall be monitored.

b) Infrastructure of the Data Center: Company and/or its Subprocessor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.

c) Anti-Virus and Malware Scanning: Company uses commercially available malicious code detection software, including virus detection and malware detectors, on Company systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.

d) Secure Coding Practices: Company developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.

e) Patch Management: Company shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by Company. Company shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

f) Segregation of Authority Data: Company shall provide appropriate security controls and segmentation methods to protect and isolate Authority Data from other tenants.

g) Encrypted Data Transfers: Authority Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

h) Encrypted Data Storage: Company shall encrypt Authority Data using industry standard technology, such as AES-256 encryption standard for data at rest.

i) Firewalls: Connections to the Services networks shall be protected with industry standard firewalls. Company shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.

j) Intrusion Detection: Company shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. Company shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.

k) Systems Hardening and Secure Configuration: Company shall follow industry standards for platform hardening and secure configuration. Company shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.

l) Penetration Testing: Company shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, Company will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.

m) Vulnerability Management: Company shall implement commercially reasonable processes designed to protect Authority Data from system vulnerabilities. Company shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. Company shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.

n) Audit Logging: Company shall log Company Personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.

5. Physical Access Control: Company shall ensure that its data center Subprocessor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of Company that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

6. Incident Response and Notification:

a) Company shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event Company confirms unauthorized access or acquisition, disclosure or use of Customer's Personal information has occurred, Company agrees to notify Authority, in accordance with the terms of the Agreement or per Applicable Laws.

b) Company shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Authority with assurances that such information security incident is not likely to recur.

7. Disaster Recovery: Company shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Authority. Company shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.

8. Business Continuity: Company shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Authority. Upon Company's declaration of disaster, Company shall implement said plan to return the Services to operation. Company shall annually test and review its business continuity plan and update as necessary.

EXHIBIT D
Scrutinized Company Certification

Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods of services of $1 million or more.

Company: UKG Kronos Systems, LLC		
Address: 900 Chelmsford Street		
City: Lowell	State: MA	Zip Code: 01851
Phone: 804-572-5163	Email: john.jamieson@ukg.com	
Federal ID Number: 04-2640942		

I, Linda Misegadis, as a representative of UKG Kronos Systems, LLC certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Linda Misegadis
Signature

Director - Public Sector
Title

Linda Misegadis
Printed Name

10/16/25
Date

EXHIBIT E
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of UKG Kronos Systems, LLC (Company), hereby attests under penalty of perjury that the Company:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: 8/15/2025, 2025

Entity: UKG Kronos Systems, LLC

Signed: Linda Misegadis

Name: Linda Misegadis

Title: Director - Public Sector

ATTACHMENT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with Hillsborough County Aviation Authority which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

UKG Kronos Systems, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Lowell

Title: MA

Signature: Linda Misegadis Date: 10/16/25

EXHIBIT G
EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/ or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

1. Definitions.

In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

"Depot Exchange Service" means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

"Depot Repair Service" means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

"Device Software Maintenance" means the Equipment firmware support and maintenance services and includes access to online and telephone support.

"Equipment" mean UKG equipment such as time clocks, that are included on the Order.

"Equipment Description" means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

"Equipment Documentation" means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at https://www.ukg.com/support.

"Equipment Support Services" means the Equipment maintenance and support services option stated on the Order.

2. Purchase or Rental Equipment. Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit 3-A attached hereto applies, and if Customer rents Equipment, Exhibit 3-B attached hereto applies.

3. Payment and Invoicing. The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.

4. Shipping and Title.

4.0 Shipping. UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

4.1 Shipments to United States Destinations. All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

4.2 Shipments to Destinations Outside of the United States. Shipments to Customer destinations located in countries where UKG or one of its affiliates has an office are DDP (Delivered Duty Paid), and UKG is responsible for all duties and Value Added Taxes (VAT). Shipments to Customer destinations located in countries where UKG or one of its affiliates does not have an office are DAP (Delivered At Place), and Customer is responsible for import clearance, all duties and VAT. Shipments to UKG from a Customer location outside of the United States are DDP, and Customer is responsible for all duties and VAT. For the initial shipment of purchased Equipment to Customer outside of the United States, title of the Equipment passes to Customer upon delivery to the identified destination.

4.3 Title. Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

5 Customer Responsibilities.

5.2 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment and ensure that Equipment returned to UKG is reasonably packaged to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

5.3 Returning Equipment. When returning Equipment as permitted by this Addendum, Customer shall (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return

any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

5.4 Restrictions. In addition to the Use Restrictions set out in the Supplemental Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

6 Support Services.

6.2 Description. UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

6.3 Support Process.

(a) Troubleshooting and return. In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer shall notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

(b) Additional terms for Depot Exchange Service. UKG will replace Equipment subject to Section 6.2(a). UKG will ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer shall package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

(c) Additional terms for Depot Repair Service. Subject to Section 6.2(a), Customer shall ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

(d) Device Software Maintenance. If Customer has active Device Software Maintenance, UKG will provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has

downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services**.**

(e) Per-event Repair Service. Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer shall ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

6.4 Spare Equipment. For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

6.5 Exclusions. UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

- **(a)** Any cause external to the Equipment including, but not limited to Force Majeure causes;
- **(b)** Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;
- **(c)** Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;
- **(d)** Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;
- **(e)** Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or
- **(f)** Customer's repair, attempted repair or modification of the Equipment.

7 Export. Section 10.3 of the Supplemental Contract shall apply to the provision and use of Equipment under this Addendum.

8 Warranties.

8.1 Equipment Support Services. UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

8.2 Equipment Service Packs. UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conform to the Equipment Documentation.

8.3 Remedies. To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

8.4 Disclaimer. Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

8.5 Customer Warranty. Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

9 Limitation of Liability.

9.1 Monetary Cap. THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED

ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

10.2 FS/FR Warranty. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to utilize finger scan and/or facial recognition technology or not, and to provide these technology options to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including undertaking a legitimate interest assessment, where required). If required by law, Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.

10.3 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF AN FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, 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 EQUIPMENT 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.

Exhibit 3-A
Purchased Equipment Description

This Exhibit 3-A, Purchase Equipment Description is supplemental to Exhibit G, Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

1. Definitions.

In this Exhibit 3-A, capitalized terms shall have the meanings set out below:

"Purchased Equipment Initial Term" – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

"Purchased Equipment Renewal Term" – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

"Purchased Equipment Term" – means the Purchased Equipment Initial Term and any Purchased Equipment Renewal Terms, together.

2. Invoicing of Purchased Equipment and Support Services. UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

3. Renewal and Termination.

3.1 Upon expiry of the Purchased Equipment Initial Term, the term of the Equipment Support Services will renew for successive Purchased Equipment Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) Days prior to expiry of the then-current Purchased Equipment Initial Term or Purchased Equipment Renewal Term.

3.2 The fees for Equipment Support Services may change on the commencement of each applicable Purchased Equipment Renewal Term, provided that Company gives Authority at least thirty (30) Days' prior written notice of such change through the renewal quote or invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

4. Support Services.

4.1 Option. Customer may purchase the following Equipment Support Services packages:

(a) Depot Exchange Service;
(b) Depot Repair Service; or

(c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of Exhibit G, Equipment Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG's current rates will apply.

4.2 Term. Unless expressly agreed by the Parties in writing, the Purchased Equipment Initial Term and each Purchased Equipment Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Purchased Equipment Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Purchased Equipment Renewal Term commencing on the expiry of the Purchased Equipment Initial Term or the previous Purchased Equipment Renewal Term.

5. Warranty. Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) Days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG's entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straightline basis over a five (5) year period.

Exhibit 3-B
Equipment Rental Description

This Exhibit 3-B, Equipment Rental Description is supplemental to Exhibit G, Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

1. Definitions.

In this Exhibit 3-B, capitalized terms shall have the meanings set out below:

"Billing Start Date" – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

"Billing Frequency" – means the invoice frequency of Equipment Rental Fees, as set forth on the Order.

"**Equipment Rental Fees**"– means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

"Equipment Rental Initial Term" – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

"Equipment Rental Renewal Term" – means the renewal billing term of the rented Equipment as set forth on the Order.

"Rental Equipment Term" – means the Equipment Rental Initial Term and any Equipment Rental Renewal Terms, together.

2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Equipment Rental Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

3. Renewal and Return

3.1 On expiry of the Equipment Rental Initial Term and expiry of each Equipment Rental Renewal Term, each as indicated on the Order, the Term of the rented Equipment will be renewed upon Customer's written acknowledgement or payment of the applicable renewal invoice at the terms and conditions stated hereunder for the Term indicated on the Order, as the Renewal Term unless either Party notifies the other in writing of its intent not to renew at least thirty (30) Days

prior to expiry of the then-current Equipment Rental Initial Term or an Equipment Rental Renewal Term.

3.2 The fees for rented Equipment may increase on the commencement of each applicable Equipment Rental Renewal Term, provided that UKG gives Customer at least thirty (30) Days' prior written notice of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

3.3 Within thirty (30) Days of the date of termination or expiration of the Equipment Rental Term, Authority shall, at Authority's expense, return all rented Equipment to Company in the same condition as it was in when originally received by Authority, reasonable wear and tear excepted. Authority shall pay Company the then-current list price of any rented Equipment that Authority fails to return as required under Equipment Rental Description.

4. Ownership. Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer shall not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer shall not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

5. Support Services. The Depot Exchange Service applies to all rented Equipment at no additional cost.

6. Warranty. Unless otherwise expressly agreed in writing, rented Equipment is provided "AS IS" with all faults UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.