

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

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.





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MENU

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



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Workplaces™

Best List Name

Great
Place
To
Work®

AUSTRALIA
2022

Country/Region

Year/Range

Clear Space

TM

GPTW Logo



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MENU

**Best
Workplaces™**

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**Great
Place
To
Work®**

**AUSTRALIA
2022**

TM

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.



Approved National List Badge Alternative

[MENU](#)

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.



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





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create any type of pattern with the national list badge

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2022

TM

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Alter or amend the language on the national list badge.



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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)



Popular lists (/best-workplaces)
(/)

Insights (/resources)

MENU

- 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)

- Blog (/resources/blog)
- Better podcast (/resources/podcast)
- Free reports (/resources/reports)
- News articles (/resources/articles)
- Press releases (/press-releases)
- Webinars (/resources/upcoming-webinars)
- Newsletter sign-up (/newsletter)

Popular Resources (/resources)

About us (/about)

- 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)

- 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)

[Terms and Conditions \(/terms-and-conditions\)](/terms-and-conditions)

[Privacy & Security Notice \(/privacy-security-notice\)](/privacy-security-notice)

[Careers \(/careers\)](/careers)

[Certification & Lists Terms \(/certification-best-workplaces-lists-terms\)](/certification-best-workplaces-lists-terms)

[Press \(/press-releases\)](/press-releases)

[Certification Badge Usage Guide \(https://www.greatplacetowork.com/certification-brand-guide\)](https://www.greatplacetowork.com/certification-brand-guide)

[National List Badge Guide \(/national-list-badge-guide\)](/national-list-badge-guide)

[Regional List Badge Guide \(/regional-list-badge-guide\)](/regional-list-badge-guide)

[Category List Badge Guidelines \(/category-list-badge-guidelines\)](/category-list-badge-guidelines)

[U.S. Best Workplaces™ List Guidelines \(/u-s-best-workplaces-list-guidelines-us\) \(https://www.aicpa.org/soc4so\)](https://www.aicpa.org/soc4so)

[Master Services Agreement \(/master-services-agreement\)](/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

Exhibit "C-1" UKG Services Descriptions

UKG HR Service Delivery SaaS Services Description

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	<p>This module provides:</p> <ul style="list-style-type: none">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; andHRSD Platform Documents to be shared by the HR Users authorized by Customer according to the options offered by UKG. <p>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.</p> <p>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.</p> <p>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.</p>
Electronic Signature	<p>This module enables the electronic signature of PDF documents from HRSD Document Manager and issued by HR User. It allows Customer to:</p> <ul style="list-style-type: none">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; andsend 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. <p>The eSignature module gives documents signed electronically the same legal value as documents in hard copy, in accordance with applicable regulations.</p>

	<p>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.</p> <p>To the extent Customer purchases and utilizes the eSignature module the additional terms set out under section 9 ('eSignature Module') below shall apply.</p>
Standard Analytics	<p>This module provides Customer standard statistics on the overall activity HRSD Document Manager of the HRSD Platform, centralized in a single place, in particular:</p> <ul style="list-style-type: none"> • 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)	<p>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:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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	<p>This module provides standard statistics on the overall activity of the HRSD Platform centralized in a single place, in particular:</p> <ul style="list-style-type: none"> • 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.
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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: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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

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

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's 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 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

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:

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- 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-Country 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 UKG's 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 UKG's 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

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 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

Exhibit "C-1" UKG Services Descriptions UKG Pro Extended 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

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:

- **ES Analytics Development**
 - 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:

- **ES Security and System Administration**
 - 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:

$$\left(\frac{\text{Monthly Minutes - Total Minutes Not Available - Maintenance Period}}{\text{Monthly Minutes - Maintenance Period}} \right) \times 100\% \geq 99.75\%$$

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 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's 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 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: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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 SaaS, Inc., a subsidiary of UKG Inc. For the purposes of this Services Description, UKG includes Kronos SaaS, 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 Advances.

“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

Exhibit "C-1" UKG Services Descriptions UKG Pro Pay and/or UKG Pro People Center Services Description

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:

$$\left(\frac{\text{Monthly Minutes - Total Minutes Not Available - Maintenance Period}}{\text{Monthly Minutes - Maintenance Period}} \right) \times 100\% \geq 99.75\%$$

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 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: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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 SaaS, Inc., a subsidiary of UKG Inc. For the purposes of this Services Description, UKG includes Kronos SaaS, 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 Advances.

“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 Customer's 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.

- o **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.
 - o **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