

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfnr_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpc1.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfnr_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

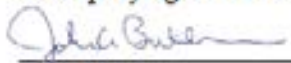
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	UKG Kronos Systems LLC		
Address:	900 Chelmsford Street		
City:	Lowell	State: MA	Zip: 01851

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

	John Butler	Treasurer
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
NOT APPLICABLE			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
 FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
 COUNTY-BASED, CUSTOMIZABLE FORM.**

Exhibit G - DOC #5: Stockholder Disclosure Certification

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

- ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
- ☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kronos Acquisition LLC	Name:
Home Address: 900 Chelmsford Street Lowell, Massachusetts 01851	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>4th</u> day of <u>August</u> , 2024	 (Affiant)
(Notary Public) Jonathan Edward Crotsley	John Butler, Treasurer (Print name & title of affiant)
My Commission expires: 03/31/2025	(Corporate Seal)



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

Jonathan Crotsley

89

Exhibit G - DOC #6: Disclosure of Investment Activities in Iran

DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24-6833: Human Resource Information Systems and Related Products and Services
VENDOR NAME: UKG Kronos Systems LLC.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.


Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets if Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature

August 1, 2024

Date

John Butler, Treasurer
Print Name and Title

DPP Rev. 12.13.2021

Exhibit G - DOC #7: Certification of Non-Involvement in Prohibited Activities in Russia/Belarus

DOC #7



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☒ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets if Necessary)

Signature of Vendor's Authorized Representative

John Butler, Treasurer

Print Name and Title of Vendor's Authorized Representative

UKG Kronos Systems LLC.

Vendor's Name

900 Chelmsford Street

Vendor's Address (Street Address)

Lowell, MA 01851

Vendor's Address (City/State/Zip Code)

August 1, 2024

Date

04-2640942

Vendor's FEIN

978-250-9800

Vendor's Phone Number

978-367-5900

Vendor's Fax Number

security@ukg.com

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(2) of the International Financial Institutions Act, 22 U.S.C. 2627(c)(2); or (3) Any parent, successor, subsidiary, direct or indirect subsidiary, or any entity under common ownership or control with any entity described in paragraph (1) or (2). NJ Rev. 1-22-2024.

Exhibit G - DOC #8: New Jersey Business Registration Certificate

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	UKG KRONOS SYSTEMS, LLC
Trade Name:	
Address:	297 BILLERICA RD CHELMSFORD, MA 01824-4119
Certificate Number:	0056573
Effective Date:	November 16, 1993
Date of Issuance:	February 23, 2024
For Office Use Only:	
20240223105309181	

Exhibit G - DOC #9: EEOAA Evidence

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/ Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302 - *Included on following pages*
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: John Butler Title: Treasurer

Signature:  Date: July 29, 2024

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bid Number: 24-6833 Bidder: UKG Kronos Systems LLC

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☒ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 04-2640942	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 14,628
4. COMPANY NAME UKG Kronos Systems LLC		
5. STREET 900 Chelmsford Street	CITY Lowell	COUNTY Middlesex
	STATE MA	ZIP CODE 01851
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) UKG Inc.		CITY Lowell
		STATE MA
		ZIP CODE 01851
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ One		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 9,307		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY
	STATE	ZIP CODE
Official Use Only	DATE RECEIVED	INAG DATE
		ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	All Employees			MALE						FEMALE			
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	1440	733	705	24	91	0	78	491	51	89	0	54	469
Professionals	5239	2603	2625	175	472	0	321	1467	275	383	0	276	1529
Technicians	5	5	0	0	3	0	0	2	0	0	0	0	0
Sales Workers	425	263	162	3	13	0	4	224	4	12	0	6	128
Office & Clerical	1978	796	1169	108	207	0	89	343	232	275	0	104	464
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	9087	4400	4661	310	786	0	492	2527	562	759	0	440	2590
Total employment from previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	220	106	114	22	30	0	21	27	18	31	0	31	23

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Employment Record	14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED 2/28/2023
13. DATES OF PAYROLL PERIOD USED FROM: TO: 7/23/2024		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) John Butler	SIGNATURE 	TITLE Treasurer	DATE July 29, 2024
17. ADDRESS NO. & STREET 900 Chelmsford Street	CITY Lowell	COUNTY Middlesex	STATE MA
		ZIP CODE 01851	PHONE, AREA CODE, NO. (978) 250-9800

I certify that the information on this form is true and correct.

Exhibit G - DOC #10: MacBride Principals Form



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Human Resource Information Systems and Related Products and Services

VENDOR NAME: UKG Kronos Systems LLC.

Pursuant to Public Law 1996, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland, or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein, that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

John Butler, Treasurer

Print Name and Title

August 1, 2024

Date

APPENDIX 8 – UKG ADDITIONAL AGREEMENTS

EULA Public Sector MSA

UKG Kronos Systems, LLC Commercial Terms and Conditions

These Public Sector Master Terms and Conditions (this “**Agreement**”) apply to UKG Software as a Services offerings, Equipment and other related Services that are ordered from the Contractor under the Contractor Contract with the Ordering Activity. If Ordering Activity is not the United States Federal Government (“Federal”) or a Federal Agency, as well as state, local, or public education entities created by the Applicable Laws (including constitution or statute) of the applicable state (“SLED”), the UKG Master Services Agreement, which is generally available at <https://www.ukg.com/msa> (or other such titled written or electronic agreement addressing the same subject matter) shall apply. The Agreement posted on the date Customer signs the applicable Order or Statement of Work will apply for the duration of the Order or Statement of Work; however, UKG reserves the right to change the Master Services Agreement posted on this URL from time to time, but such change will not affect then existing Orders or Statements of Work. Archived Master Services Agreements can be found at:

1. Services

- 1.1 Subscription Services.** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Contractor of all fees and Customer's compliance with this Agreement, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.
- 1.2 Support Services.** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at <https://www.ukg.com/saas-support-policies-and-services>. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.
- 1.3 Professional Services.** UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.
- 1.4 Training Services.** In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training Services outside the scope of this section shall be provided by UKG as described in the Order and Statement of Work.

2. Acknowledgements

- 2.1 Reservation of Rights.** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no “work for hire” created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.
- 2.2 Use Restrictions.** Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create Internet “links” to the Subscription Services or “frame” or “mirror” the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.
- 2.3 Customer Feedback.** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services (“**Feedback**”), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute,

disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

2.4 Consent to Subcontract. Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.

2.5 Compliance with Laws. UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.

2.6 Upgrades and Modifications.

2.6.1 Upgrades. Customer acknowledges that the Subscription Services may change at any time as required by changes to normal business conditions. It is further understood by Customer that any changes to the Subscription Services will be applicable to all UKG customers utilizing the Subscription Services and such changes will not materially diminish the functionality of the Subscription Services.

2.6.2 Modifications. UKG may unilaterally revise its Master Services Agreement ("MSA") terms if they are not material. For revisions that will materially change the terms of the Agreement, the revised MSA terms must be incorporated into the Agreement which will be published. Any MSA terms or conditions unilaterally revised that are inconsistent with any material term or provision of this Agreement shall not be enforceable against the Customer, and the Customer shall not be deemed to have consented to them.

2.7 Acceptable Use. Customer will use the Subscription Services in full compliance with the Acceptable Use Policy attached as Exhibit 1 and which could be found in <http://www.ukg.com/acceptable-use-policy> ("**Acceptable Use Policy**"), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.

2.8 Access Credentials. Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its departments or public agencies which Customer controls without requiring such department or public agency to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor. Customer authorizes UKG to provide such Customer contractors access to the Subscription Services.

2.9 Connectivity. Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees and Taxes

UKG understands that Customer may be subject to Applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

3.1 Fees. Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined on the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b)

minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

- 3.2 Taxes.** *This section applies only if Customer has not provided with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* The fees exclude, and Customer will be responsible for, all applicable sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income)("Taxes").
- 3.3 Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

- 4.1 Ownership of Customer Data.** Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data, but Customer is responsible for maintaining backup copies of all data and information that Customer inputs into the Services or otherwise provides to UKG.
- 4.2 Use of Customer Data.** Consistent with common SaaS industry practices and in accordance with Applicable Laws, UKG collects Customer Data to keep Services regularly up to date with appropriate market standards and security. All Customer Data collected is used solely for the purpose of providing and improving the Services and enhancing the customer experience with new functionalities.
- 4.3 Collection of Personal Information.** Services may employ applications and tools that collect and process Personal Information that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Information, Customer may need to uninstall or discontinue using certain Services.
- 4.4 Data Privacy and Security.** Each Pa agree to comply with Applicable Laws in its processing of Personal Information. UKG and its subprocessors will process Personal Information in accordance with UKG's DPA (United States) located in Exhibit 2. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.
- 4.5 Monitoring.** UKG may monitor and analyse the use of its Subscription Services, which may capture information concerning security and how often Customers use the application, the events that occur within the application, aggregated usage, performance data, and access locations. The Subscription Services will collect usage statistics, telemetry, and other data from Customer, such as mobile number, email address, IP address, and other unique verification identifier, for the purposes of enabling multifactor authentication; providing, operating, maintaining, customizing, and improving the Subscription Services and its security; developing new or different functionalities; and benchmarking, modelling, and training.

5. Confidentiality

- 5.1 Definition. "Confidential Information"** is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.
- 5.2 Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.
- 5.3 Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.
- 5.4 Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as

stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

- 5.5 Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.
- 5.6 Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).
- 5.7 FOIA/Public Disclosure Laws.** Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Customer may disclose such information to third parties upon written request to the extent compelled by such Applicable Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UKG's cost, if UKG wishes to limit or contest the scope of the disclosure in whole or in part.

6. Warranty

- 6.1 Mutual Warranties.** Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.
- 6.2 Subscription Services Warranty.** UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.
- 6.3 Professional, Support, and Training Services Warranty.** UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.
- 6.4 Disclaimer.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).
- 6.5 Customer Warranty.** Customer warrants that it has all rights and required consents to provide to UKG Customer Data.

7. Term and Termination

- 7.1 Term of the Agreement.** The term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew

for the duration indicated on the Order as the Renewal Term.

7.2 Types of Termination

7.2.1 Non-renewal. Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Initial Term or a Renewal Term.

7.2.2 For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3 For Non-Appropriation of Funds. If Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement, then, to the extent required by law, the following will apply: Customer may terminate the Service in the event of a reduction in appropriations to any fund(s) from which UKG is to be paid for Services ordered under this Agreement but not yet delivered. Customer will provide a ninety (90) day prior written notice in the event of such termination to UKG and Customer agrees to pay for the products delivered and the services performed by UKG prior to the effective date of such notice. In the event of such termination, Customer shall not be entitled to a refund of pre-paid Services, such as the support fees. Customer acknowledges that by executing an Order Form for the Services, Customer has received fiscal appropriations for the amounts due during the Initial or Renewal Term (as applicable) as indicated on such Order.

7.3 Effects of Termination. The following terms apply if an Order is terminated for any reason:

7.3.1 Fees. All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Order is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees, under a separate Order or SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 Deletion of Customer Data. UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

8.2 Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially

reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

- 8.3 Exceptions.** UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by Customer, or on behalf of Customer; (b) use other than as expressly permitted by this Agreement or by UKG in writing; or (c) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.
- 8.4 Qualifications.** Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.
- 8.5 Government Control of Defense.** If Customer is a US Federal, State, or Local governmental entity, then, to the extent required by law, the following will apply: Any provision of the Agreement requiring UKG to defend or indemnify Customer is hereby amended, solely to the extent required by Applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer) has the right to represent the respective Federal or SLED entity in litigation and other formal proceedings at its own cost. Subject to approval of the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer), if applicable, Customer shall tender defense of action to UKG upon request by UKG.
- 8.6** This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.

9. Limitations of Liability

- 9.1 Monetary Cap.** DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).
- 9.2 Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.
- 9.3 Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

- 10.1 Jurisdiction & Dispute Resolution.** This Agreement is governed by and is to be interpreted solely in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in Boston,

Massachusetts in any dispute arising out of or relating to this Agreement. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

Federal Government Use Provision.

- 10.1. Federal Government Use Provision.** If the ultimate end user is a U.S. federal government entity, then it acknowledges that the Subscription Services, Equipment and Documentation consist of "commercial services" and "commercial products," as defined in FAR 2.101, consisting of "commercial computer software," "commercial computer software documentation" and "technical data" as these terms are used in FAR 12.211-12.212 and in DFARS 227.7202, as applicable. All such government end users will comply with these TOU while using Subscription Services, Equipment and Documentation. the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Subscription Services, Equipment and Documentation shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If such Customer needs any additional rights, it must negotiate a mutually agreed addendum to these TOU specifically granting those rights.
- 10.2 Export.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied- party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 10.3 UKG's Employer Obligations.** UKG is responsible for compliance with all requirements and obligations relating to its employees under all Applicable Laws including, but not limited to, employer's obligations under laws relating to: payroll, income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.
- 10.4 Human Trafficking and Modern Slavery.** UKG shall comply with all Applicable Laws regarding slavery and human trafficking of the state, province, and country/countries in which they are performing the Services and doing business, including, but not limited to, the California Transparency in Supply Chains Act and the United Kingdom Modern Slavery Act.
- 10.5 E-Verify.** To the extent required by Applicable Laws, UKG agrees to utilize the U.S. Department of Homeland Security's E-Verify system, to verify the employment eligibility of all persons assigned by UKG to perform work in the United States pursuant to this Agreement.
- 10.6 Severability and Waiver.** The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.
- 10.7 Surviving Provisions.** Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.
- 10.8 Assignment.** This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. In the event of such an assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. In no event shall Customer have the right to assign the Agreement to a direct competitor of UKG. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.
- 10.9 Force Majeure.** If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party

will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

- 10.10 Publicity.** UKG will not publicize matters relating to Customer's use of the Services without Customer's prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer's name, trademark, and logo, in any and all media, including without limitation, UKG's advertising literature, marketing materials, websites, and lists of UKG's customers; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from UKG. For the avoidance of doubt, this section does not prohibit UKG from referencing Customer's name in a verbal format.
- 10.11 Notice.** When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Notices sent elsewhere will not be considered effective under this Agreement. Any cure period required under this Agreement will begin on the date the notice is received.
- 10.12 eSignature.** Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.
- 10.13 No Third Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.
- 10.14 Titles and Headings.** Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 10.15 Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.
- 10.16 Entire Agreement.** This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

- 11.1 "Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.
- 11.2 "Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.
- 11.3 "Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.
- 11.4 "Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Information.
- 11.5 "Documentation"** means the written specifications for the Subscription Services or other documentation published online by UKG on its community pages, such as user manuals and administrator guides, as well as the Services Descriptions.

- 11.6 **“DPA”** means UKG’s U.S. Data Processing Agreement included as Exhibit 2
- 11.6 **“Order”** means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.
- 11.7 **“Party”** or **“Parties”** means UKG or Customer, or both, as the context dictates.
- 11.8 **“Personal Information”** means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including “personal information” as defined under the California Consumer Privacy Act (“CCPA”) and any similar terms, such as “personally identifiable information”
- 11.9 **“Professional Services”** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.
- 11.10 **“Services”** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.
- 11.11 **“Services Description”** means the supplemental terms applicable to a Subscription Service or other offerings located at <http://www.ukg.com/services-descriptions>.
- 11.12 **“Statement of Work”** or **“SOW”** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.
- 11.13 **“Subscription Services”** means those UKG software-as-a-service (**“SaaS”**) applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.
- 11.15 **“Support Services”** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.
- 11.16 **“Training Services”** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.
- 11.17 **“UKG”** means UKG Kronos Systems, LLC., a Massachusetts limited liability company with its principal place of business at 900 Chelmsford Street, Lowell, MA 01851.

Exhibit 1

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. In accordance with the Agreement, Customer agrees to use the Services in accordance with the latest version of this Policy.

1. Prohibited Use.

Customer agrees that it shall not use the Services, nor authorize, encourage, promote, facilitate or instruct others including its authorized users or Affiliates to use the Services as set forth below:

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	<p>Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to:</p> <ul style="list-style-type: none"> • Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography. • Harmful or Fraudulent Activities. Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices. • Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others. • Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts. • Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.
(b) No Security Violations	<p>Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to:</p> <ul style="list-style-type: none"> • Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System. • Interception. Monitoring of data or traffic on a System without permission. • Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers. • No Use of Robots. Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)
(c) No Network Abuse	<p>Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to:</p> <ul style="list-style-type: none"> • Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled. • Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective. • Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	<ul style="list-style-type: none"> • Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers. • Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.
(d) No E-Mail or Other Message Abuse	Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

2. Monitoring and Enforcement

UKG reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. UKG may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.

Exhibit 2

US Data Protection Addendum

This United States Data Processing Addendum ("DPA") is by and between (i) the UKG entity set forth in the Order that references the UKG Master Services Agreement, or any other currently effective agreement, (the "Agreement"), ("UKG"), and (ii) the person or entity who is named on such Order on behalf of itself as customer and Customer Affiliates based in the United States ("Customer") and is an addendum to the Agreement. Customer and UKG are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, in the course of providing the Services to Customer pursuant to the Agreement, UKG may Process Personal information on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal information.

This DPA applies to the extent Customer and/or its Affiliates are subject solely to U.S. Privacy Laws. Should Customer become subject to any other privacy laws such as the EU General Data Protection Regulation, the Parties agree the processing of Personal information will be subject to UKG's international Data Protection Addendum located at <https://www.ukg.com/ukg-unified-dpa> unless otherwise agreed to in writing by the Parties. UKG shall comply with all U.S. Privacy Laws applicable to it as a "Service Provider" or in its role as a processor of Personal information. Customer shall comply with all U.S. Privacy Laws applicable to it as a "Business" or the controller of Personal information. Notwithstanding, UKG is not responsible for complying with U.S. Privacy Laws applicable only to Customer or Customer's industry.

1. Definitions

1.1 In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

"Affiliates" means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer and which are doing business in the United States. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

"Applicable Laws" means any applicable provisions of all U.S. laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party's respective business operations. UKG shall comply with all Applicable Laws applicable to UKG in its role as a Data Processor Processing Personal information. For the avoidance of doubt, UKG is not responsible for complying with Applicable Laws applicable to Customer or Customer's industry. Customer shall comply with all Applicable Laws to Customer as a Data Controller

"Core Subscription Services" means UKG Pro, UKG Pro Workforce Management, UKG Ready, and UKG Pro People Assist and UKG Pro Document Manager offerings identified in the Order.

"Data Subject" means an identified or identifiable natural person.

"Personal Information" means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information".

"Processing", "Process", "Processes" and "Processed" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Pseudonymized Data" means the processing of Personal information in a manner that renders the personal information no longer attributable to a specific consumer without the use of additional information, provided that the additional information is kept separately and is subject to technical and organizational measures to ensure that the personal information is not attributed to an identified or identifiable consumer.

"Services" means Core Services and any other UKG Products and Services.

"Subprocessor" means any person (including any third party and any UKG Affiliate) appointed by or on behalf of UKG to Process Personal information on behalf of Customer in connection with the Agreement, a list of which is available on [ukg.com](https://www.ukg.com), and which is incorporated herein by reference.

"UKG Processor" means UKG or a UKG Subprocessor.

"UKG Other Products & Services" means Professional Services and UKG products and services other than Core Subscription Services, which are subject to the specific Supplement for UKG Other Products and Services available on ukg.com.

"U.S. Privacy Laws" have the same meaning as in Applicable Laws and regulations concerning the privacy and security of information reasonably identifying or linked to an individual, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the "CPRA"); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 et seq. (the "CPA"); the Connecticut Data Privacy Act, Public Act No. 22-15 (the "CTDPA"); the Utah Consumer Privacy Act, Utah Code § 13-61-101 et seq. (the "UCPA"); and the Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 et seq. (the "VCDPA").

2. Processing of Customer Personal information

2.1 UKG will only Process Personal information for the purpose, and in accordance with, the relevant Customer's instructions as documented in the Agreement and this DPA, unless Processing is required by the Applicable Laws to which the relevant UKG Processor is subject, in which case UKG to the extent permitted by the Applicable Laws, will inform Customer of that legal requirement before the Processing of that Customer Personal information. Schedule 1 to this DPA sets out certain information regarding UKG's Processing of Customer Personal Data.

2.2 UKG will not: (i) Sell or Share (as both terms are defined under U.S Privacy Laws) any Personal information; (ii) retain, use, or disclose such Personal information for any purpose other than performing the Services, the business purpose stated in the Agreement or as otherwise permitted by the U.S. Privacy Laws; (iii) retain, use, or disclose the Personal information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; (iv) retain, use, or disclose Personal information outside of the direct business relationship between Customer and UKG unless otherwise permitted under the Agreement; (v) combine Personal information UKG receives from, or on behalf of, Customer with personal information that it receives from, or on behalf of, another person or persons or collects from its own interaction with a consumer, provided that UKG may combine personal information to perform the Services or as set forth in the Agreement. UKG shall notify Customer if it makes a determination that it can no longer meet its obligations under U.S Privacy Laws and Customer may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal information. Customer may take reasonable and appropriate steps to ensure UKG uses Personal information collected pursuant to the Agreement and this DPA in a manner consistent with Customer's obligations under U.S Privacy Laws.

2.3 Customer hereby (i) instructs UKG (and authorizes UKG to instruct each Subprocessor) to (a) Process Personal information; and (b) in particular, transfer Personal information to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement, (ii) warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in this section on behalf of each relevant Customer Affiliate; and (iii) warrants and represents that it has all necessary rights in relation to the Personal information and/or has collected all necessary consents from Data Subjects to Process Personal information to the extent required by Applicable Law.

3. UKG Personnel

UKG will take steps to ensure that access to Personal information is limited to those individuals who: (a) need to know or access the relevant Personal information as necessary for the purposes of providing the Services under the Agreement or to comply with Applicable Laws in the context of that individual's duties to UKG; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

UKG shall implement reasonable and appropriate safeguards to protect Personal information as set forth in Schedule 2 to this DPA and incorporated by this reference.

5. Subprocessing

5.1 Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 7, including without limitation those Subprocessors provided [herein](#) and any new Subprocessors. Subprocessors used for UKG Other Products and Services may be listed under each applicable Services Description or Order Form or in an addendum to this DPA.

5.2 UKG will provide Customer with a mechanism to obtain notification of the appointment of any new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor at least thirty (30) days before said Subprocessor carries out Processing activities on Customer Personal information on behalf of Customer. Customer may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection by email to

privacy@ukg.com to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal information or is otherwise unable to reasonably address the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor and is not a termination for cause. UKG will cease providing the impacted services thirty (30) days following the notice of termination.

5.3 With respect to each Subprocessor, UKG will verify that the arrangement between UKG and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Customer Personal information as those set out in this DPA.

6. Data Subject Requests

6.1 If Customer receives a request from a Data Subject related to Personal information Processed by UKG, Customer can either: (a) retrieve the information necessary to fulfill the request from the Services; or (b) to the extent such information is not available to Customer through the Services, UKG will reasonably assist Customer in fulfilling the request upon written request.

6.2 If UKG receives a request from a Data Subject related to Personal information Processed by UKG, UKG will promptly redirect the Data Subject to its Customer and not respond to the request except on the documented instructions of Customer or as required by Applicable Laws to which UKG is subject, in which case UKG, to the extent permitted by the Applicable Laws, shall inform Customer of that legal requirement before UKG responds to the Data Subject request.

7. Personal information Breach

7.1 UKG will notify Customer without undue delay and in accordance with U.S. Privacy Laws upon UKG or any Subprocessor becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal information transmitted, stored or otherwise processed by UKG ("**Personal information Breach**") affecting Personal information, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal information Breach under the U.S. Privacy Laws.

7.2 In the event of a Personal information Breach, the Parties will reasonably cooperate with each other, and UKG shall take commercially reasonable steps to keep Customer informed as to the investigation, mitigation, and remediation of any such Personal information Breach.

7.3 Except as may be required by Applicable Laws, UKG will not notify Customer's affected Data Subjects about a Personal information Breach without Customer's prior written consent.

8. Deletion or Return of Customer Personal information

8.1 Subject to Sections 9.2 and 9.3, following the latter of either (i) termination or expiration of the Agreement or (ii) cessation of the Processing of Customer Personal information, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal information that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

8.2 Notwithstanding Section 9.1 above, each UKG Processor may retain Personal information to the extent and for such period as required by Applicable Laws, provided that UKG will ensure the confidentiality of all such Personal information and will ensure that such Personal information is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage.

8.3 Upon receipt of written request from Customer, UKG will provide written certification to Customer that it has complied with this Section 9.

9. Audit rights

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for any and all acts or omissions of any such third party. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG's information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report for Core Subscription Services, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and

scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

10. Law Enforcement Requests

UKG agrees to notify Customer of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over UKG for disclosure of Customer Personal information processed under this DPA ("Disclosure Request") to the extent permitted by applicable law. UKG shall not respond to Disclosure Requests without notifying Customer and receiving written authorization from Customer to respond to such Disclosure Request, except as required under Applicable Laws or order of court or governmental authority with competent authority and jurisdiction over same.

11. General Terms

11.1 DPA Priority. Nothing in this DPA reduces UKG's obligations under the Agreement in relation to the protection of Personal information or permits UKG to Process (or permit the Processing of) Personal information in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

11.2 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

11.3 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained there.

11.4 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Customer Personal Data, including without limitation, any terms that may be imposed upon UKG by means of any "click-through", forms, applications, or any other terms and conditions which are presented to UKG in the course of UKG's engagement with Customer.

Schedule 1: Details of Processing of Customer Personal Data

This Schedule 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Customer Personal Data

Provision of the Services are set out in the Agreement and this DPA, where UKG acts as a data processor, and for business operations, as an independent controller.

UKG will use and otherwise process Customer Data only as described and subject to the limitations provided below (a) to provide Customer the Services in accordance with Customer's documented instructions and (b) for business operations incident to providing the Services to Customer.

Processing to Provide Customer the Services

For purposes of this DPA, "to provide" a Service consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Keeping Services up to date and operational, and enhancing user productivity, reliability, efficacy, quality, and security.

When providing Services, UKG will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar business purposes, or (c) sell or share Personal Data.

Processing for Business Operations Incident to Providing the Services to Customer

For purposes of this DPA, "business operations" means the processing operations authorized by Customer in this section.

Customer authorizes UKG:

- to create aggregated statistical, non-personal data from data containing Pseudonymized identifiers (such as usage logs containing unique, Pseudonymized identifiers);
- to calculate statistics related to Customer Data; and
- to de-identify Customer Data to enhance and create new functionalities.
- in each case limited to providing the Services, such as billing and account management; internal reporting and business modeling, and product strategy; and enhancing Customer's experience.

When processing for these incident business operations, UKG will apply principles of data minimization, confidentiality and will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, (c) any other purpose, other than for the purposes set out in this section or (d) Sell or Share Personal Data.

The types of Customer Personal Data to be Processed

All Customer Personal Data required by UKG to correctly provide the Services to Customer pursuant to the Agreement which may include, without limitation: employee first and last name, employee ID number, department code, badge number, job title, absence information, identification and contact information of Customer data subjects, employment and education details of Customer data subjects, other information that Customer may collect in order to pay and manage its workforce.

The categories of Data Subject to whom the Customer Personal Data relates

Customer's employees, contractors, and job applicants.

=Privacy related contact:

UKG: privacy@ukg.com

Customer: As specified in this DPA, in the Order Form or in the Statement of Work

Schedule 2: Technical and Organizational Measures

The following Technical and Organizational Measures are applicable to UKG Core Subscription Services. The specific [Supplement for UKG Other Products and Services](#) to this DPA is applicable to any UKG Other Products & Services.

1. ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Customer upon request. UKG shall ensure the data center carries out its own SOC 2 audits and provide such reports to Customer upon request.

2. ISO 27000 Series Audits: UKG shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the UKG Services. UKG shall also ensure the datacenter used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, UKG shall provide the certificates to Customer.

3. Entity Controls: Consistent with UKG's obligation to maintain its compliance programs as described above, UKG shall continuously carry out the following security measures:

a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.

b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG's Code of Conduct upon hire.

c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.

d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.

e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.

f) Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.

4. Application and Network Controls:

a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG's systems used in the provision of the Services shall be monitored.

b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.

c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.

d) Secure Coding Practices: UKG developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.

e) Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

f) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.

g) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

h) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

i) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.

j) Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.

k) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.

l) Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, UKG will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.

m) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.

n) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.

5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

6. Incident Response and Notification:

a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal information has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Laws.

b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.

7. Disaster Recovery: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.

8. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG's declaration of disaster, UKG shall implement said plan to return the Services to operation. UKG shall annually test and review its business continuity plan and update as necessary.

EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/ or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

1. Definitions.

In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

"Depot Exchange Service" means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

"Depot Repair Service" means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

"Equipment" mean UKG equipment such as time clocks, that are included on the Order.

"Equipment Description" means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

"Equipment Documentation" means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at <https://www.ukg.com/support>.

"Equipment Support Services" means Equipment maintenance and support services option stated on the Order.

2. Purchase or Rental Equipment. Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit 3-A applies, and if Customer rents Equipment, Exhibit 3-B applies.

3. Payment and Invoicing. The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.

4. Shipping and Title.

4.1 Shipping. UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

4.2 Shipments to United States Destinations. All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

4.3 Shipments to Destinations Outside of the United States. Shipments to Customer destinations located in countries where UKG or one of its affiliates has an office are DDP (Delivered Duty Paid), and UKG is responsible for all duties and Value Added Taxes (VAT). Shipments to Customer destinations located in countries where UKG or one of its affiliates does not have an office are DAP (Delivered At Place), and Customer is responsible for import clearance, all duties and VAT. Shipments to UKG from a Customer location outside of the United States are DDP, and Customer is responsible for all duties and VAT. For the initial shipment of purchased Equipment to Customer outside of the United States, title of the Equipment passes to Customer upon delivery to the identified destination.

4.4 Title. Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

5. Customer Responsibilities.

5.1 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged

to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

5.2 Returning Equipment. When returning Equipment as permitted by the Addendum, Customer shall (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

5.3 Restrictions. In addition to the Use Restrictions set out in Section 2.2 of the Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

6. Support Services.

6.1 Description. UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

6.2. Support Process.

(a) Troubleshooting and return. In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer shall notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

(b) Additional terms for Depot Exchange Service. UKG will replace Equipment subject to Section 6.2(a). UKG will ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer shall package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

(c) Additional terms for Depot Repair Service. Subject to Section 6.2(a), Customer shall ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

(d) Device Software Maintenance. If Customer has active Device Software Maintenance, UKG will provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services.

(e) Per-event Repair Service. Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer shall ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

6.3 Spare Equipment. For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

6.4 Exclusions. UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

- (a)** Any cause external to the Equipment including, but not limited to Force Majeure causes;
- (b)** Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;
- (c)** Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;

- (d) Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;
- (e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or
- (f) Customer's repair, attempted repair or modification of the Equipment.

7. Export. Section 10.3 of the Agreement shall apply to the provision and use of Equipment under this Addendum.

8. Warranties.

8.1 Equipment Support Services. UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

8.2 Equipment Service Packs. UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conforms to the Equipment Documentation.

8.3 Remedies. To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

8.4 Disclaimer. Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

8.5 Customer Warranty. Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

9. Limitation of Liability.

9.1 Monetary Cap. THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

10.1 FS/FR Warranty. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to utilize finger scan and/or facial recognition technology or not, and to provide these technology options to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including undertaking a legitimate interest assessment, where required). If required by law, Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial

recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.

10.2 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (II) CUSTOMER SHALL NOT SETTLE ANY EQUIPMENT CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (III) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.

Exhibit 3-A

Purchased Equipment Description

This Purchase Equipment Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

1. Definitions.

In this Exhibit 3-A, capitalized terms shall have the meanings set out below:

“Initial Term” – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

“Renewal Term” – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

“Term” – means the Initial Term and any Renewal Terms, together.

2. Invoicing of Purchased Equipment and Support Services. UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

3. Renewal and Termination.

3.1 Upon expiry of the Initial Term, the term of the Equipment Support Services will renew for successive Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for Equipment Support Services may change on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

4. Support Services.

4.1 Option. Customer may purchase the following Equipment Support Services packages:

- (a) Depot Exchange Service;
- (b) Depot Repair Service; or
- (c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of the Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG's per-event rates will apply.

4.2 Term. Unless expressly agreed by the Parties in writing, the Initial Term and each Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Renewal Term commencing on the expiry of the Initial Term or the previous Renewal Term.

5. Warranty. Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG's entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five (5) year period.

Exhibit 3-B

Equipment Rental Description

This Equipment Rental Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

1. Definitions.

In this Exhibit 3-B, capitalized terms shall have the meanings set out below:

“Billing Start Date” – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

“Billing Frequency” – means the invoice frequency of Equipment Rental Fees, as set forth on the Order.

“Equipment Rental Fees” – means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

“Initial Term” – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

“Renewal Term” – means the renewal billing term of the rented Equipment as set forth on the Order.

“Term” – means the Initial Term and any Renewal Terms, together.

2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

3. Renewal and Return

3.1 On expiry of the Initial Term and expiry of each Renewal Term, each as indicated on the Order, the Term of the rented Equipment will automatically renew for the duration indicated on the Order as the Renewal Term unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

3.3 Within thirty (30) days of the date of termination or expiration of the Term, Customer shall, at Customer's expense, return all rented Equipment to UKG in the same condition as it was in when originally received by Customer, reasonable wear and tear excepted. Customer shall pay UKG the then-current list price of any rented Equipment that Customer fails to return as required under this Addendum.

4. Ownership. Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer shall not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer shall not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

5. Support Services. The Depot Exchange Service applies to all rented Equipment at no additional cost.

6. Warranty. Unless otherwise expressly agreed in writing, rented Equipment is provided “AS IS” with all faults. UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.

UKG Perpetual Software Terms and Conditions Contract

UKG TERMS

A PARTICIPATING PUBLIC AGENCY ("CUSTOMER"), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH UKG Kronos Systems LLC ("UKG"), AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR PERPETUAL SOFTWARE LICENSE, SOFTWARE SUPPORT SERVICES AND RELATED PROFESSIONAL SERVICES OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.

SECTION B: **TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES.** This Section apply for all transactions except Workforce Ready and the Workforce Central SaaS offering (not including the professional and educational services governed by this Section).

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by UKG Kronos Systems LLC ("UKG") from an eligible Participating Public Agency ("Customer") for all Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition and Section B shall apply to the Software licenses and purchased Equipment, support services, and professional and educational services.

All orders are subject to the approval of UKG. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

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

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain UKG prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be UKG Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to UKG a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services, or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by UKG, exclusive of taxes based on UKG net income or business privilege.

6. TRAVEL EXPENSES

Customer agrees to reimburse UKG for all pre-approved, reasonable and necessary travel incurred by UKG in the performance of its obligations under this Agreement provided that such travel complies with the then current UKG Travel and Expense Policies (such policies are available upon request) or such other mutually agreed policies or mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by UKG in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by UKG for such travel expenses and payment thereof shall be due net 30.

7. GENERAL

(a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

(b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of UKG and any purported assignment, without such consent, shall be void.

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

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

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

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

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

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is UKG Incorporated, 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) UKG agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, UKG agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES

This Section B applies to Software licensed, Equipment purchased, support services for Software and Equipment, and educational and professional services, when such items are identified on the Order which expressly references this Agreement.

1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). UKG will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered.

2. GENERAL LICENSE TERMS

UKG owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without UKG's written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. UKG grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by UKG by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from UKG. Upon such termination of this license by UKG, Customer will have no further right to use the Software and will return the Software media to UKG and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Section B.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features

permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of UKG.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section B. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the UKG iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that UKG supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product UKG shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the UKG published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given UKG a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, UKG shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or UKG may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to UKG, and UKG shall refund any monies paid by Customer to UKG for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

8. LIMITED WARRANTY

UKG warrants that all UKG Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's remedy shall be UKG' repair or replacement of the deficient Equipment and/or Software media, at UKG' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any UKG components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by UKG.

When using and applying the information generated by UKG products, Customer is responsible for ensuring that Customer complies with requirements of federal and state law where applicable. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon UKG, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

9. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis and described in a statement of work. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and UKG' resource scheduling purposes. After the dollar limit is expended, UKG will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by both parties.

(b) WARRANTY

UKG warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that UKG breaches this warranty, and Customer so notifies UKG within 30 days of receipt of invoice for the applicable services, the Customer's remedy and UKG' liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(c) UKG PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

UKG' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW.

10. SOFTWARE SUPPORT SERVICES

The following terms and conditions shall govern the Software support services provided by UKG to Customer.

10.1 SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the UKG Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

10.2 TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service may be renewed for additional one (1) year terms on the anniversary date of its commencement date by mutual written agreement of the parties or by UKG sending Customer an invoice for the applicable renewal term and Customer paying such invoice prior to the commencement of such renewal term. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by UKG with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

10.3 GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which UKG charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by UKG. If Customer requests UKG to install such Updates or to provide retraining, Customer agrees to pay UKG for such installation or retraining at UKG's pricing set forth in this Agreement.
- (ii) Telephone and/or electronic access to the UKG Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding UKG holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to UKG knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by UKG. Current offerings can be found at <https://www.ukg.com/support-policies-and-services>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by UKG to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by UKG such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, UKG Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG product training for the Software covered under this Section B at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, UKG shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software.

10.5 PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

10.6 ADDITION OF SOFTWARE

Additional Software purchased by Customer as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to the Support Services at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition as per the Order.

10.7 RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide UKG personnel with full, free and safe access to Software for purposes of support, including use of UKG's standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than UKG without prior written authorization from UKG. Failure to utilize UKG's remote access technology may delay UKG's response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by UKG, then Customer must purchase the Plus option to receive support and provide UKG personnel with full, free and safe access to the remote access hardware and/or software.

10.8 DEFAULT

Customer shall have the right to terminate UKG support services in the event that UKG is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, UKG shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. UKG reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with UKG and such default is

not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

10.9 WARRANTY

UKG warrants that all support services shall be performed in a professional and competent manner.

11. UKG SUPPORT SERVICE POLICIES

UKG's then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <https://www.ukg.com/support-policies-and-services> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

12. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led session, information is available upon request and each session has the Training Points value indicated. Training Points are invoiced when used by the Customer. Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other UKG products and/or services.

13. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the UKG KnowledgePass Education Subscription only, if specified on the Order Form:

Scope: The KnowledgePass Education Subscription is available to customers who are licensing UKG's Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with UKG. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by UKG (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

Term of Subscription: The annual KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. UKG will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

The KnowledgePass Subscription is available when the Customer subscribe on annual basis.

Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by UKG. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of UKG, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

14. INDEMNIFICATION

UKG agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by UKG, provided that: i) UKG is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with UKG in connection with the foregoing and provides UKG with all information in Customer's possession related to such claim and any further assistance as reasonably requested by UKG. UKG will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by UKG. Should any or all of the Software as delivered and maintained by UKG become, or in UKG's reasonable opinion be likely to become, the subject of any such claim, UKG may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to UKG for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, UKG agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

15. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND UKG'S SOLE LIABILITY FOR ANY UKG BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR i) UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; (II) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE

OTHER PARTY'S EMPLOYEES, IN NO EVENT SHALL UKG' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL UKG OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

16. TERMINATION OF ORDER FORM OR SOW

(a) Termination for breach. For any breach of this Agreement by UKG in relation with that Customer which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this the Order Form or applicable SOW upon thirty (30) days prior written notice to UKG, provided UKG has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity subject to the terms of this Agreement.

(b) Termination for non-appropriation of funds. Should the funding for the services ordered by Customer be discontinued, Customer shall have the right to terminate the Order Form relating to such services ordered upon a 30 days written advance notice to UKG. In such event, the Customer agrees to pay for the products delivered and the services performed under the terms of the Agreement prior to the receipt by UKG of the termination notice.

APPENDIX 9 – THIRD PARTY TERMS AND CONDITIONS

BSI End User License Agreement (Workforce Central and UKG Pro Workforce Management)

End User License Agreement for BSI On-Demand Service

1. Sublicense. Subject to the terms and conditions of this End User License Agreement, UKG Kronos Systems, LLC ("**Kronos**") grants **Customer the non-exclusive and non-transferrable right to access and use the On-Demand Service(s) set forth on the applicable Order Form, as made available to Kronos through its third party licensor Business Software, Inc. ("BSI"), in conjunction with Customer's licensed use of Kronos' software ("Software").** This Sublicense includes **Customer's right to use all applicable user documentation** made available to Kronos by BSI for such On-Demand Service(s). Customer acknowledges and agrees that BSI is the exclusive provider of the On-Demand Service(s) and is a third party beneficiary of this Sublicense Agreement. Customer agrees that Kronos or BSI may directly enforce all such terms and conditions herein against Customer as if Customer had entered into such Sublicense Agreement with BSI. This Sublicense Agreement is revocable based on Customer breach, and Kronos or BSI shall be entitled to injunctive relief, upon the breach of any material term, condition or obligation set forth therein.

Notwithstanding anything to the contrary set forth herein, the parties agree that Customer may allow its Affiliates to access and use the On-Demand Service(s) to be provided hereunder, solely for the internal **business purposes of processing, reporting and filing Customer's and its Affiliates' data and for no other purpose whatsoever**; provided that each such Affiliate is contractually bound by the terms and conditions of this Agreement and Customer ensures that each such Affiliate complies therewith. Customer assumes full responsibility and liability for any actions or omissions on the part of its Affiliates. Moreover, Customer agrees to defend, indemnify and hold Kronos and its third party licensor, BSI, harmless from any claims, losses, actions or damages relating to or arising from the use of the On-Demand Service(s) by such Affiliates.

2. Term and Termination. The Services shall be deemed to start on the earlier of: a) ninety (90) days from **Kronos' receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date") and shall continue for a minimum of one (1) year** and shall be automatically renewable except in the event that either party provides written notice of non-renewal within sixty (60) days of the anniversary date of the present term. This Agreement is coterminous with, and will automatically terminate upon, the termination or expiration for any reason of, the license granted to Customer to access and use the Software. Kronos may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the Customer if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 1, 4, 8-10 of this Agreement. In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other.

If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days all fees accrued for the Services prior to the date of **termination; (b) Customer's right to access and use the Services shall be revoked** and be of no further force or effect; (c) Within fifteen (15) days of termination Customer will **retrieve Customer's historical data** in accordance with previously established system access procedures and applicable state and federal laws. After such time period, Kronos shall have no **further obligation to store and/or make available Customer's** historical data and may delete same. If Customer requires additional data conversion services from Kronos,

these services **may be contracted from Kronos at Kronos' then published rates.** (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, upon prior written approval of Kronos, provide Kronos with an officer's certification of the destruction thereof; and (e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. Fees. In consideration of the delivery of the Services, Customer shall pay Kronos the Monthly Service Fees, the Training Fees and any additional one time or recurring fees relating to the On-Demand Services as set forth on the Order Form. All fees payable for the Services shall be sent to the attention of Kronos as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding **taxes based on Kronos' income or business privilege.** If any amount owing under this or any other agreement for Services is thirty (30) or more days overdue, Kronos may, without limiting **Kronos' rights or remedies,** suspend Services until such amounts are paid in full. Kronos will **provide at least seven (7) days' prior written notice that Customer's account is overdue before** suspending Services. After the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, Kronos may change the Monthly Service Fee rates no more frequently than once per calendar year by notifying Customer in writing at least sixty (60) days prior to the effective date of such rate increase.

4. Sublicense Restrictions. Customer acknowledges and agrees that the right to use the On-Demand Service(s) is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of Authorized Users as described on the Order Form. Customer may not license, sublicense or sublicense the On-Demand Services, or otherwise permit use of the On-Demand Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade **name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder.** Customer may only allow its Authorized Users to access and use the On-Demand Service(s) in conjunction with **Kronos' Software and only for Customer's internal business** purposes of processing, reporting and **filing Customer's data and for no other purpose** whatsoever. Customer acknowledges and agrees that Kronos or BSI may suspend access to an On-Demand Service, at any time, if Kronos or BSI believes (a) the use of same represents a **threat to BSI's or its third party providers' network function or integrity;** (b) for online service maintenance; (c) for non-payment; or (d) if required by law.

5. Customer Data. Customer shall own all Customer Data and posts or other inputs into the On-Demand Services by Customer or others acting on behalf of or through Customer. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer hereby grants Kronos and BSI and those third party providers used by Kronos or BSI in the provision of the On-Demand Services, the non-exclusive, worldwide right to access, use, copy, transmit, process and display Customer Data, solely to facilitate the provision, operation and support of an On-Demand Service. Customer acknowledges and agrees that Customer Data may be transferred for such purposes outside of the country or other jurisdiction where such Customer is located.

6. Customer Obligations. Customer accepts sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer shall provide and maintain its own

Internet access and all necessary telecommunications equipment, software and other materials at its location necessary to access and use an On-Demand Service.

7. Kronos Obligations. Kronos shall use commercially reasonable, industry standard, efforts to make each On-Demand Service available and accessible to Authorized Users of a Customer and, provided Customer adheres to the support procedures described in Exhibit 1 hereto, apply any maintenance support to an On-Demand Service (including but not limited to updates and changes) at no charge to Customer as such maintenance support is made available by BSI to Kronos. Customer agrees that Kronos may install such updates automatically as part of the On-Demand Service. Customer acknowledges and agrees that from time to time an On-Demand Service may be inaccessible or inoperable for various reasons, including periodic **maintenance procedures or upgrades ("Scheduled Downtime")**, **malfunctions in an On-Demand Service** and causes beyond the control of, or not reasonably foreseeable by, BSI or its third party providers, including acts of God, acts of government, acts of terror, strikes or other labor problems, the interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or **other failures (collectively "Downtime")**. **BSI shall provide at least twenty-four (24) hours advance notice to customer and Customers in the event of any Scheduled Downtime.** Training shall be available for **Customers' Authorized Users** in the capabilities and use of the On-Demand Service(s) based on BSI's then current rates and terms therefor. Confidentiality. Each Party acknowledges that it may have access to, or receive, information or material of the **other, related to, among other things, such Party's** business, products, support or services, that is (i) confidential or proprietary or of value to such other Party; or (ii) a trade secret of such Party, deriving economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use (collectively **"Proprietary Information"**). **BSI's Proprietary Information includes, but is not limited to, its documentation, formulas, methods, know-how, processes, designs, products, proposed products, training methodology, training materials, information disclosed during training, services, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, the On-Demand Services, the Access Protocols, Support, Vendor Support, information located in the secured portions of BSI's website, the terms and pricing under this Agreement and all information related to the foregoing.** Except as otherwise provided herein, each Party covenants that it will not reveal, disclose, or make available, in any **manner or form, any portion of the other Party's Proprietary Information**, or any information related thereto, to any person, other than its employees, agents, contractors and advisors, but only if (i) such disclosure is on a need-to-know and confidential basis; and (ii) the recipient of such disclosure is (a) not a Direct Competitor of the other Party; and (b) is located in the United States of America. In connection with the foregoing, each Party shall ensure, via lawfully binding written contract, that any person to whom it is permitted to disclose, reveal, deliver, assign or transfer any portion of the other **Party's Proprietary Information agrees to obligations** of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth herein, and each Party agrees to be responsible to the other for **any breach of said obligations by the recipient of such Party's disclosure.** The foregoing obligations will not apply if and to the extent that: (i) the information was already known to the **non-disclosing Party ("Recipient")**, **without obligation to keep** it confidential, as evidenced by **such Party's** own written records created prior to its receipt of the information from the **disclosing Party ("Owner")**; (ii) the information was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Recipient without use of any Proprietary Information received from Owner; (iv) the information was or becomes publicly known other than by a breach of this Agreement or other action by Recipient; (v) the information was approved for disclosure by written agreement of the Parties after its disclosure to Recipient; or (vi) the information is disclosed by Recipient pursuant to a requirement of a governmental

agency or by operation of law, but only if Recipient has first exhausted all reasonable legal remedies for maintaining the confidentiality and non-disclosure of such information, which will include giving Owner as much advance notice of the possibility of such disclosure as practical so that the Owner may also attempt to stop such disclosure or obtain a protective order concerning such disclosure. If such a protective order or other remedy for **maintaining the confidentiality of Owner's Proprietary Information** is not obtained, or if Owner waives compliance with the provisions hereof, Recipient agrees to disclose only that portion of **Owner's Proprietary Information which Recipient is advised by opinion of legal counsel is** legally required to be disclosed.

8. Customer Representations and Warranties. Customer represents and warrants that it shall not: (i) make an On-Demand Service available to anyone other than an Authorized User; (ii) license, sell, rent, lease, transfer, assign, distribute, host, outsource, or otherwise commercially exploit, an On-Demand Service; (iii) use an On-Demand Service in a manner that could harm **or impair another's use of, or in an attempt to gain unauthorized access to, any service, data, account or network**; (iv) use any automated process or service to access or use an On-Demand Service, such as a BOT, spider or periodic caching of information stored by BSI, or falsify any e-mail header information when using an On-Demand Service; (v) remove, modify or tamper with any regulatory or legal notice or link that is incorporated into an On-Demand Service; (vi) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of an On-Demand Service or access or use an On-Demand Service in order to directly or indirectly support, maintain, enhance, improve, modify or develop a similar or competitive product, service or offering; (vii) copy, reproduce, republish, download, post or transmit, by any form or means, any part of an On-Demand Service; (viii) access, read, view, extract, add to, delete, mine or modify any data made available by BSI and set forth in any database contained in an On-Demand Service; (ix) transmit, re-transmit or store materials on or through an On-Demand Service that are harmful to any portion of such On-Demand Service or in violation of any applicable laws or regulations, including, without limitation, laws relating to infringement of intellectual property and the proprietary rights of others; (x) utilize less than industry standard security measures, including, at a minimum, and, without limitation, maintenance of firewalls, intrusion prevention systems and other standard technological protections, to restrict any person other than an Authorized User from accessing an On-Demand Service; or (xi) fail to comply with any applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of an On-Demand Service, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which the On-Demand Service is controlled, operated or provided.

9. Infringement. If a third party makes a claim against Customer that an On-Demand Service directly **infringes any United States patent or copyright or trademark ("IP Claim")**, Kronos will defend Customer against the IP Claim and pay any and all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by BSI directly arising out of such IP Claim; provided that: (i) Customer promptly asserts a claim or demand in writing for defense and indemnification to Kronos no later than ten (10) days after **Customer's receipt of** notification of a potential claim; (ii) Kronos may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides Kronos with the assistance, information and authority necessary to defend, respond, investigate and/or resolve such claim. However, to **the extent that an IP Claim arises from Kronos' or BSI's adherence to Customer's express instructions or** from any materials provided to Kronos or BSI by Customer, Customer shall indemnify and defend Kronos against any and all losses, damages, liabilities, fines, penalties, and expenses (including reasonable legal fees) resulting directly therefrom. Notwithstanding the foregoing, neither Kronos nor BSI will have any

liability for any claim of infringement based on the combination of an On-Demand Service (or any part thereof) with products, systems or services not provided by Kronos or BSI; the modification of an On-Demand Service (or any part thereof) by any person other than Kronos or BSI or, even if by Kronos or BSI, in order to comply with or base them upon: (1) designs provided by or at the direction of Customer; or (2) specifications or other information provided by or at the direction of Customer; or use of an On-Demand Service (or any part thereof) in a manner not permitted or contemplated hereunder or in contravention of any law, rule or regulation or any obligation of Customer to Kronos. If, due to an IP Claim or the threat of an IP Claim, (i) an On-Demand Service (or part thereof) is held by a court of competent jurisdiction, or in **Kronos' reasonable** judgment may be held, to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using any part of an On-Demand Service, or in **Kronos' reasonable** judgment Customer may receive such an order, Kronos will, in its reasonable judgment, and at its expense, (a) procure for Customer the right to continue using such On-Demand Service (or part thereof) or (b) replace or modify such On-Demand Service (or part thereof) to make it noninfringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that Kronos believes to be commercially reasonable, then Kronos may terminate this Agreement. This Section **states Kronos' entire liability and Customer's** exclusive remedy for any claim of infringement.

Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and **independent contractors (collectively, the "Kronos Indemnified Parties")** harmless, from and against any and all Claims arising out of: **(a) Customer's use of the Services** or that of Customer's employees, agents or subcontractors or others who have access to the **Services; (b) Customer's modification or combination of** the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, **libelous, or slanderous violates any person's right of publicity, privacy or** personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will **cooperate fully at Customer's** expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any **liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees)** actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of **Customer's settlement of such a Claim.**

10. Representations, Warranties & Indemnity. Kronos warrants that it (i) has the power and authority to enter into this Agreement; (ii) will provide the On-Demand Service(s) in a manner consistent with generally accepted industry standards; (iii) will notify Customer promptly upon discovery of any unauthorized use, copying or disclosure of Customer Data and will reasonably cooperate with Customer in the investigation and prosecution of same; and (iv) each On-Demand Service, when Properly Interfaced, will perform substantially in accordance with its documentation under normal use. EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE ON-DEMAND SERVICES **ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND,** EXPRESS, IMPLIED, CONTRACTUAL, STATUTORY OR OTHERWISE. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OF SERVICE AND NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED BY KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS DO NOT

REPRESENT OR WARRANT THAT (I) THE OPERATION OR USE OF THE ON-DEMAND SERVICE(S) WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (II) THE ON-DEMAND SERVICE(S) WILL **CONNECT, OR BE COMPATIBLE WITH, VENDOR'S OR CUSTOMERS' SYSTEMS**, NETWORK OR ENVIRONMENT; OR (III) THE ON-DEMAND SERVICE(S), OR THE SYSTEMS THAT MAKE THEM AVAILABLE, WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT (A) KRONOS, BSI AND THEIR THIRD PARTY PROVIDERS CANNOT CONTROL, OR GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY OR NON-CORRUPTION OF, ANY INFORMATION TRANSMITTED THROUGH, OR STORED IN ANY SYSTEM CONNECTED TO, COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND (B) ACCESS TO THE ON-DEMAND SERVICE(S) MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. Upon **breach of any warranty contained in this Section, (i) Customer's sole** and exclusive remedy will be to require Kronos to exercise commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, and **(ii) Kronos'** obligation will be limited to exercising commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, or if Kronos fails to make such repair or replacement in a commercially reasonable time frame or such repair or replacement is commercially impracticable, then making an equitable refund of a portion of the fees paid by Customer with respect to the nonconforming portion of such On-Demand Service.

11. Limitation of Liability. Any other provision of this Agreement to the contrary notwithstanding, the aggregate and cumulative liability of Kronos, BSI and their third party providers for any losses or damage, whether direct or indirect, arising out of this Agreement from any cause whatsoever, including, without limitation, any cause of action sounding in contract, tort or strict liability, will be limited to actual, direct damages incurred, but in no event will exceed the total amount actually paid by Customer in the twelve (12) month period immediately preceding the **event giving rise to such claim (the "Liability Cap")**. Neither Kronos, BSI nor any of their third party providers will be liable for lost profits or other consequential damages, cover damages, or for any claims against Customer by a Customer or any other third party, even if any such party was advised of the possibility of same. Under no circumstances will Kronos, BSI or any of their third party providers be liable hereunder for special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages. Anything in this Agreement to the contrary notwithstanding, Customer acknowledges and agrees that Customer will be solely responsible for the use and operation of the On-Demand Services and the use and accuracy of all output resulting from such use or operation (including, without limitation, the accuracy of taxes located by the On-Demand Services, and the timeliness and accuracy of all tax calculations, payments, filings and reports, except to the extent directly caused by detectable defects or errors in the On-Demand Service that were not the result of inaccurate information or data provided by an authority, agency, governing body or other similar organization; provided that Customer provided written notice to Kronos of the existence of such defect(s) and/or error(s) immediately upon discovery thereof and Customer reasonably cooperated with Kronos **and BSI in the resolution thereof) (hereafter, "Defects or Errors")**. **Notwithstanding anything to** the contrary stated herein, Kronos, BSI and their third party providers will have no liability to Customer or any third party, regardless of the cause thereof, for any errors or delays in the output of an On-Demand Service (including, without limitation, errors or delays in located taxes, calculations, payments, filings or reports, or liability to taxing authorities or the employees of Customer for underpayments or nonpayments, interest or penalties).

12. Definitions. The following terms used in this Sublicense Agreement are to be defined as follows: **"Affiliates"** means (i) all business units and divisions of Customer and (ii) any entity controlled by, **controlling, or under common control with Customer; where "controlled", "controlling" and "control" mean**

the ownership of at least fifty percent (50%) of the voting securities in an entity. An entity will be deemed to be an **"Affiliate"** only so long as such control exists. Upon request, Customer agrees to confirm the Affiliate status of a particular entity. **"Authorized User(s)"** means those employees of Customer or an Affiliate of Customer who have a legitimate internal business need to access, use, or know information concerning, an On-Demand Service who are bound, through written contract, to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth in this Agreement. **"Customer Data"** means any personally identifiable data, such as an address, record or telephone number, provided by a Customer or an Affiliate of Customer for use in, or to facilitate the performance of, an On-Demand Service. **"On-Demand Service"** means (i) a service sublicensed hereunder as made available by BSI to Kronos, including any subsequent releases thereof; (ii) any tools, files, software or other offline components made available by BSI in connection therewith to, when properly installed, facilitate the connection or use of an On-Demand Service; and (iii) any documentation related to the foregoing.

13. General. This Agreement shall be governed by Massachusetts law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement. The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect. Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void. Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays. All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form. No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen. Customer acknowledges and agrees that to the extent a remedy is provided under this Agreement, then Customer will be limited to such remedy. Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION. This Agreement, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

Customer:

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 1 -SUPPORT SERVICE PROCEDURES

Customer shall cooperate with Kronos in connection with any support requests or support services rendered on its behalf. Without limiting the generality of the foregoing, Customer shall provide on a timely basis any information reasonably requested by Kronos in connection with providing the support services, including but not limited to the following information:

Name of the Customer

Name, phone/fax number and e-mail address of the person reporting the Case

Case Priority

Description of impact to Customer

Problem description (input, output received and output expected, plus any prior actions leading to the final input)

Description of initial problem analysis performed by Customer

Case number in Customer's call/problem tracking system

Provide the following attachments:

Trace information, dumps, test results

System to system message analysis

Technical Notes sent to the Customer

BSI End User License Agreement (UKG Ready)

End User License Agreement for BSI On-Demand Service

1. **Sublicense.** Subject to the terms and conditions of this End User License Agreement, Kronos SaaShr, Inc. ("Kronos SaaShr") grants Customer the non-exclusive and non-transferrable right to access and use the On-Demand Service(s) set forth on the applicable Order Form, as made available to Kronos SaaShr through its third party licensor Business Software, Inc. ("BSI"), in conjunction with Customer's licensed use of Kronos SaaShr's software ("Software"). This Sublicense includes Customer's right to use all applicable user documentation made available to Kronos SaaShr by BSI for such On-Demand Service(s). Customer acknowledges and agrees that BSI is the exclusive provider of the On-Demand Service(s) and is a third party beneficiary of this Sublicense Agreement. Customer agrees that Kronos SaaShr or BSI may directly enforce all such terms and conditions herein against Customer as if Customer had entered into such Sublicense Agreement with BSI. This Sublicense Agreement is revocable based on Customer breach, and Kronos SaaShr or BSI shall be entitled to injunctive relief, upon the breach of any material term, condition or obligation set forth therein.

Notwithstanding anything to the contrary set forth herein, the parties agree that Customer may allow its Affiliates to access and use the On-Demand Service(s) to be provided hereunder, solely for the internal business purposes of processing, reporting and filing Customer's and its Affiliates' data and for no other purpose whatsoever; provided that each such Affiliate is contractually bound by the terms and conditions of this Agreement and Customer ensures that each such Affiliate complies therewith. Customer assumes full responsibility and liability for any actions or omissions on the part of its Affiliates. Moreover, Customer agrees to defend, indemnify and hold Kronos SaaShr and its third party licensor, BSI, harmless from any claims, losses, actions or damages relating to or arising from the use of the On-Demand Service(s) by such Affiliates.

2. **Term and Termination.** The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos SaaShr's receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date") and shall continue for a minimum of one (1) year and shall be automatically renewable except in the event that either party provides written notice of non-renewal within sixty (60) days of the anniversary date of the present term. This Agreement is coterminous with, and will automatically terminate upon, the termination or expiration for any reason of, the license granted to Customer to access and use the Software. Kronos SaaShr may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the Customer if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos SaaShr may suspend or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 1, 4, 8-10 of this Agreement. In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other.

If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos SaaShr within thirty (30) days all fees accrued for the Services prior to the date of termination; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect; (c) Within fifteen (15) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws.

After such time period, Kronos SaaS^{hr} shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos SaaS^{hr}, these services may be contracted from Kronos SaaS^{hr} at Kronos SaaS^{hr}'s then published rates. (d) Customer agrees to timely return all Kronos SaaS^{hr}-provided materials related to the Services to Kronos SaaS^{hr} at Customer's expense or, alternatively, upon prior written approval of Kronos SaaS^{hr}, provide Kronos SaaS^{hr} with an officer's certification of the destruction thereof; and (e) all provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. Fees. In consideration of the delivery of the Services, Customer shall pay Kronos SaaS^{hr} the Monthly Service Fees, the Training Fees and any additional one time or recurring fees relating to the On-Demand Services as set forth on the Order Form. All fees payable for the Services shall be sent to the attention of Kronos SaaS^{hr} as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos SaaS^{hr} are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos SaaS^{hr}'s income or business privilege. If any amount owing under this or any other agreement for Services is thirty (30) or more days overdue, Kronos SaaS^{hr} may, without limiting Kronos SaaS^{hr}'s rights or remedies, suspend Services until such amounts are paid in full. Kronos SaaS^{hr} will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services. After the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, Kronos SaaS^{hr} may change the Monthly Service Fee rates no more frequently than once per calendar year by notifying Customer in writing at least sixty (60) days prior to the effective date of such rate increase.

4. Sublicense Restrictions. Customer acknowledges and agrees that the right to use the On-Demand Service(s) is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of Authorized Users as described on the Order Form. Customer may not license, sublicense or sublicense the On-Demand Services, or otherwise permit use of the On-Demand Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos SaaS^{hr}. No license, right, or interest in any Kronos SaaS^{hr} trademark, trade name, or service mark, or those of Kronos SaaS^{hr}'s licensors or Suppliers, is granted hereunder. Customer may only allow its Authorized Users to access and use the On-Demand Service(s) in conjunction with Kronos SaaS^{hr}'s Software and only for Customer's internal business purposes of processing, reporting and filing Customer's data and for no other purpose whatsoever. Customer acknowledges and agrees that Kronos SaaS^{hr} or BSI may suspend access to an On-Demand Service, at any time, if Kronos SaaS^{hr} or BSI believes (a) the use of same represents a threat to BSI's or its third party providers' network function or integrity; (b) for online service maintenance; (c) for non-payment; or (d) if required by law.

5. Customer Data. Customer shall own all Customer Data and posts or other inputs into the On-Demand Services by Customer or others acting on behalf of or through Customer. Kronos SaaS^{hr} acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer hereby grants Kronos SaaS^{hr} and BSI and those third party providers used by Kronos SaaS^{hr} or BSI in the provision of the On-Demand Services, the non-exclusive, worldwide right to access, use, copy, transmit, process and display Customer Data, solely to facilitate the provision, operation and support of an On-Demand Service. Customer acknowledges and agrees that Customer Data may be transferred for such purposes outside of the country or other jurisdiction where such Customer is located.

6. Customer Obligations. Customer accepts sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer shall provide and maintain its own Internet access and all necessary telecommunications equipment, software and other materials at its location necessary to access and use an On-Demand Service.

7. Kronos SaaShr Obligations. Kronos SaaShr shall use commercially reasonable, industry standard, efforts to make each On-Demand Service available and accessible to Authorized Users of a Customer and, provided Customer adheres to the support procedures described in Exhibit 1 hereto, apply any maintenance support to an On-Demand Service (including but not limited to updates and changes) at no charge to Customer as such maintenance support is made available by BSI to Kronos SaaShr. Customer agrees that Kronos SaaShr may install such updates automatically as part of the On-Demand Service. Customer acknowledges and agrees that from time to time an On-Demand Service may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"), malfunctions in an On-Demand Service and causes beyond the control of, or not reasonably foreseeable by, BSI or its third party providers, including acts of God, acts of government, acts of terror, strikes or other labor problems, the interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). BSI shall provide at least twenty-four (24) hours advance notice to customer and Customers in the event of any Scheduled Downtime. Training shall be available for Customers' Authorized Users in the capabilities and use of the On-Demand Service(s) based on BSI's then current rates and terms therefor. **Confidentiality.** Each Party acknowledges that it may have access to, or receive, information or material of the other, related to, among other things, such Party's business, products, support or services, that is (i) confidential or proprietary or of value to such other Party; or (ii) a trade secret of such Party, deriving economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use (collectively "Proprietary Information"). BSI's Proprietary Information includes, but is not limited to, its documentation, formulas, methods, know-how, processes, designs, products, proposed products, training methodology, training materials, information disclosed during training, services, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, the On-Demand Services, the Access Protocols, Support, Vendor Support, information located in the secured portions of BSI's website, the terms and pricing under this Agreement and all information related to the foregoing. Except as otherwise provided herein, each Party covenants that it will not reveal, disclose, or make available, in any manner or form, any portion of the other Party's Proprietary Information, or any information related thereto, to any person, other than its employees, agents, contractors and advisors, but only if (i) such disclosure is on a need-to-know and confidential basis; and (ii) the recipient of such disclosure is (a) not a Direct Competitor of the other Party; and (b) is located in the United States of America. In connection with the foregoing, each Party shall ensure, via lawfully binding written contract, that any person to whom it is permitted to disclose, reveal, deliver, assign or transfer any portion of the other Party's Proprietary Information agrees to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth herein, and each Party agrees to be responsible to the other for any breach of said obligations by the recipient of such Party's disclosure. The foregoing obligations will not apply if and to the extent that: (i) the information was already known to the non-disclosing Party ("Recipient"), without obligation to keep it confidential, as evidenced by such Party's own written records created prior to its receipt of the information from the disclosing Party ("Owner"); (ii) the information was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Recipient without use of any Proprietary Information received from Owner; (iv) the information was or

becomes publicly known other than by a breach of this Agreement or other action by Recipient; (v) the information was approved for disclosure by written agreement of the Parties after its disclosure to Recipient; or (vi) the information is disclosed by Recipient pursuant to a requirement of a governmental agency or by operation of law, but only if Recipient has first exhausted all reasonable legal remedies for maintaining the confidentiality and non-disclosure of such information, which will include giving Owner as much advance notice of the possibility of such disclosure as practical so that the Owner may also attempt to stop such disclosure or obtain a protective order concerning such disclosure. If such a protective order or other remedy for maintaining the confidentiality of Owner's Proprietary Information is not obtained, or if Owner waives compliance with the provisions hereof, Recipient agrees to disclose only that portion of Owner's Proprietary Information which Recipient is advised by opinion of legal counsel is legally required to be disclosed.

8. Customer Representations and Warranties. Customer represents and warrants that it shall not: (i) make an On-Demand Service available to anyone other than an Authorized User; (ii) license, sell, rent, lease, transfer, assign, distribute, host, outsource, or otherwise commercially exploit, an On-Demand Service; (iii) use an On-Demand Service in a manner that could harm or impair another's use of, or in an attempt to gain unauthorized access to, any service, data, account or network; (iv) use any automated process or service to access or use an On-Demand Service, such as a BOT, spider or periodic caching of information stored by BSI, or falsify any e-mail header information when using an On-Demand Service; (v) remove, modify or tamper with any regulatory or legal notice or link that is incorporated into an On-Demand Service; (vi) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of an On-Demand Service or access or use an On-Demand Service in order to directly or indirectly support, maintain, enhance, improve, modify or develop a similar or competitive product, service or offering; (vii) copy, reproduce, republish, download, post or transmit, by any form or means, any part of an On-Demand Service; (viii) access, read, view, extract, add to, delete, mine or modify any data made available by BSI and set forth in any database contained in an On-Demand Service; (ix) transmit, re-transmit or store materials on or through an On-Demand Service that are harmful to any portion of such On-Demand Service or in violation of any applicable laws or regulations, including, without limitation, laws relating to infringement of intellectual property and the proprietary rights of others; (x) utilize less than industry standard security measures, including, at a minimum, and, without limitation, maintenance of firewalls, intrusion prevention systems and other standard technological protections, to restrict any person other than an Authorized User from accessing an On-Demand Service; or (xi) fail to comply with any applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of an On-Demand Service, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which the On-Demand Service is controlled, operated or provided.

9. Infringement. If a third party makes a claim against Customer that an On-Demand Service directly infringes any United States patent or copyright or trademark ("IP Claim"), Kronos SaaSr will defend Customer against the IP Claim and pay any and all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by BSI directly arising out of such IP Claim; provided that: (i) Customer promptly asserts a claim or demand in writing for defense and indemnification to Kronos SaaSr no later than ten (10) days after Customer's receipt of notification of a potential claim; (ii) Kronos SaaSr may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides Kronos SaaSr with the assistance, information and authority necessary to defend, respond, investigate and/or resolve such claim. However, to the extent that an IP Claim arises from Kronos SaaSr's or BSI's adherence to Customer's express instructions or from any materials provided to Kronos SaaSr or BSI by Customer,

Customer shall indemnify and defend Kronos SaaSr against any and all losses, damages, liabilities, fines, penalties, and expenses (including reasonable legal fees) resulting directly therefrom. Notwithstanding the foregoing, neither Kronos SaaSr nor BSI will have any liability for any claim of infringement based on the combination of an On-Demand Service (or any part thereof) with products, systems or services not provided by Kronos SaaSr or BSI; the modification of an On-Demand Service (or any part thereof) by any person other than Kronos SaaSr or BSI or, even if by Kronos SaaSr or BSI, in order to comply with or base them upon: (1) designs provided by or at the direction of Customer; or (2) specifications or other information provided by or at the direction of Customer; or use of an On-Demand Service (or any part thereof) in a manner not permitted or contemplated hereunder or in contravention of any law, rule or regulation or any obligation of Customer to Kronos SaaSr. If, due to an IP Claim or the threat of an IP Claim, (i) an On-Demand Service (or part thereof) is held by a court of competent jurisdiction, or in Kronos SaaSr's reasonable judgment may be held, to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using any part of an On-Demand Service, or in Kronos SaaSr's reasonable judgment Customer may receive such an order, Kronos SaaSr will, in its reasonable judgment, and at its expense, (a) procure for Customer the right to continue using such On-Demand Service (or part thereof) or (b) replace or modify such On-Demand Service (or part thereof) to make it noninfringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that Kronos SaaSr believes to be commercially reasonable, then Kronos SaaSr may terminate this Agreement. This Section states Kronos SaaSr's entire liability and Customer's exclusive remedy for any claim of infringement.

Customer shall defend Kronos SaaSr, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos SaaSr Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) Customer's use of the Services or that of Customer's employees, agents or subcontractors or others who have access to the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos SaaSr, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos SaaSr; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos SaaSr will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos SaaSr Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

10. Representations, Warranties & Indemnity. Kronos SaaSr warrants that it (i) has the power and authority to enter into this Agreement; (ii) will provide the On-Demand Service(s) in a manner consistent with generally accepted industry standards; (iii) will notify Customer promptly upon discovery of any unauthorized use, copying or disclosure of Customer Data and will reasonably cooperate with Customer in the investigation and prosecution of same; and (iv) each On-Demand Service, when Properly Interfaced, will perform substantially in accordance with its documentation under normal use. **EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE ON-DEMAND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, CONTRACTUAL, STATUTORY OR OTHERWISE. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OF SERVICE AND**

NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED BY KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (I) THE OPERATION OR USE OF THE ON-DEMAND SERVICE(S) WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (II) THE ON-DEMAND SERVICE(S) WILL CONNECT, OR BE COMPATIBLE WITH, VENDOR'S OR CUSTOMERS' SYSTEMS, NETWORK OR ENVIRONMENT; OR (III) THE ON-DEMAND SERVICE(S), OR THE SYSTEMS THAT MAKE THEM AVAILABLE, WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT (A) KRONOS SAASHR, BSI AND THEIR THIRD PARTY PROVIDERS CANNOT CONTROL, OR GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY OR NON-CORRUPTION OF, ANY INFORMATION TRANSMITTED THROUGH, OR STORED IN ANY SYSTEM CONNECTED TO, COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND (B) ACCESS TO THE ON-DEMAND SERVICE(S) MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. Upon breach of any warranty contained in this Section, (i) Customer's sole and exclusive remedy will be to require Kronos SaaS to exercise commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, and (ii) Kronos SaaS's obligation will be limited to exercising commercially reasonable efforts to repair or replace the nonconforming portion of the On-Demand Service, or if Kronos SaaS fails to make such repair or replacement in a commercially reasonable time frame or such repair or replacement is commercially impracticable, then making an equitable refund of a portion of the fees paid by Customer with respect to the nonconforming portion of such On-Demand Service.

11. Limitation of Liability. Any other provision of this Agreement to the contrary notwithstanding, the aggregate and cumulative liability of Kronos SaaS, BSI and their third party providers for any losses or damage, whether direct or indirect, arising out of this Agreement from any cause whatsoever, including, without limitation, any cause of action sounding in contract, tort or strict liability, will be limited to actual, direct damages incurred, but in no event will exceed the total amount actually paid by Customer in the twelve (12) month period immediately preceding the event giving rise to such claim (the "Liability Cap"). Neither Kronos SaaS, BSI nor any of their third party providers will be liable for lost profits or other consequential damages, cover damages, or for any claims against Customer by a Customer or any other third party, even if any such party was advised of the possibility of same. Under no circumstances will Kronos SaaS, BSI or any of their third party providers be liable hereunder for special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages. Anything in this Agreement to the contrary notwithstanding, Customer acknowledges and agrees that Customer will be solely responsible for the use and operation of the On-Demand Services and the use and accuracy of all output resulting from such use or operation (including, without limitation, the accuracy of taxes located by the On-Demand Services, and the timeliness and accuracy of all tax calculations, payments, filings and reports, except to the extent directly caused by detectable defects or errors in the On-Demand Service that were not the result of inaccurate information or data provided by an authority, agency, governing body or other similar organization; provided that Customer provided written notice to Kronos SaaS of the existence of such defect(s) and/or error(s) immediately upon discovery thereof and Customer reasonably cooperated with Kronos SaaS and BSI in the resolution thereof) (hereafter, "Defects or Errors"). Notwithstanding anything to the contrary stated herein, Kronos SaaS, BSI and their third party providers will have no liability to Customer or any third party, regardless of the cause thereof, for any errors or delays in the output of an On-Demand Service (including, without limitation, errors or delays in located taxes, calculations, payments, filings or reports, or liability to taxing authorities or the employees of Customer for underpayments or nonpayments, interest or penalties).

12. **Definitions.** The following terms used in this Sublicense Agreement are to be defined as follows: **"Affiliates"** means (i) all business units and divisions of Customer and (ii) any entity controlled by, controlling, or under common control with Customer; where "controlled", "controlling" and "control" mean the ownership of at least fifty percent (50%) of the voting securities in an entity. An entity will be deemed to be an "Affiliate" only so long as such control exists. Upon request, Customer agrees to confirm the Affiliate status of a particular entity. **Authorized User(s)**" means those employees of Customer or an Affiliate of Customer who have a legitimate internal business need to access, use, or know information concerning, an On-Demand Service who are bound, through written contract, to obligations of confidentiality, nondisclosure and limitations on use, which are consistent with, and no less protective than, those set forth in this Agreement. **"Customer Data"** means any personally identifiable data, such as an address, record or telephone number, provided by a Customer or an Affiliate of Customer for use in, or to facilitate the performance of, an On-Demand Service. **"On-Demand Service"** means (i) a service sublicensed hereunder as made available by BSI to Kronos SaaShr, including any subsequent releases thereof; (ii) any tools, files, software or other offline components made available by BSI in connection therewith to, when properly installed, facilitate the connection or use of an On-Demand Service; and (iii) any documentation related to the foregoing.

13. **General.** This Agreement shall be governed by Massachusetts law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement. The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect. Customer shall not assign the Agreement or the license to the Services without the prior written consent of Kronos SaaShr and any purported assignment, without such consent, shall be void. Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays. All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos SaaShr, to the Kronos SaaShr address on the Order Form, or if to Customer, to the billing address on the Order Form. No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen. Customer acknowledges and agrees that to the extent a remedy is provided under this Agreement, then Customer will be limited to such remedy. Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION. This Agreement, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of the Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.

Customer:

By: _____
Name: _____
Title: _____
Dated: _____

EXHIBIT 1 -SUPPORT SERVICE PROCEDURES

Customer shall cooperate with Kronos SaaS^{hr} in connection with any support requests or support services rendered on its behalf. Without limiting the generality of the foregoing, Customer shall provide on a timely basis any information reasonably requested by Kronos SaaS^{hr} in connection with providing the support services, including but not limited to the following information:

1. Name of the Customer
2. Name, phone/fax number and e-mail address of the person reporting the Case
3. Case Priority
4. Description of impact to Customer
5. Problem description (input, output received and output expected, plus any prior actions leading to the final input)
7. Description of initial problem analysis performed by Customer
8. Case number in Customer's call/problem tracking system
9. Provide the following attachments:
10. Trace information, dumps, test results
11. System to system message analysis
12. Technical Notes sent to the Customer

Passport Addendum (UKG Pro Workforce Management)

Passport Addendum

This is an Addendum to the **INSERT APPLICABLE AGREEMENT NAME** (the "**Agreement**") between **INSERT APPLICABLE CUSTOMER LEGAL ENTITY NAME("Customer")** and UKG Kronos Systems, LLC ("**UKG**").

Whereas:

- A Customer and UKG entered into the Agreement to govern the delivery and other terms applicable to the products to be provided to Customer by UKG;
- B By this Addendum, Customer and UKG wish to agree the supplemental terms under which certain products shall be provided to Customer by Passport Corporation;
- C As between UKG and Passport Corporation, UKG shall be responsible for invoicing Customer for the products to be provided to Customer by Passport Corporation.

The parties hereby agree to amend the Agreement by inserting the following provisions:

- 1. If the Customer purchases any Passport Corporation products and/or services via UKG (the "**Passport Products**"), the terms in this Addendum shall apply in respect of such products and/or services in addition to the terms of this Agreement (and in relation to any conflict or inconsistency in connection with such products and/or services, the terms of this Addendum shall prevail).
- 2. In connection with the delivery of the Passport Products:
 - 2.1. all references in the Agreement to the applicable contracting UKG group entities shall be read as referring instead to Passport Corporation, **save that**
 - 2.2. in connection with the payment terms applicable to the provided Passport Products, all references in the Agreement to the applicable contracting UKG group entity/ies shall remain as referring instead to the applicable contracting UKG group entity/ies.
- 3. Notwithstanding anything to the contrary in the Agreement:
 - 3.1. Passport does not offer Seasonal Licences;
 - 3.2. Passport does not offer any Equipment products or associated services;
 - 3.3. Passport does not offer any Success Plans or associated services;
 - 3.4. Passport does not offer any Educational Services, (including KnowledgeMap products) with the exception of fee-based train-the-trainer webinars;
 - 3.5. Passport does not utilize AtomSphere Service or Boomi Software;
 - 3.6. Passport does not offer MPLS/Site-to-cloud SFTP connections;
 - 3.7. Passport does not offer a Key Performance Indicator (KPI) Builder;
 - 3.8. Passport application updates: Maintenance updates will be automatically applied as needed. New software releases will be applied according to the schedule agreed with the Customer;
 - 3.9. Passport application maintenance period: Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday;
 - 3.10. UKG will provide the first line of support services and the other support services relating to the Passport Product shall be provided by Passport Corporation directly as set forth in the SOW
 - 3.11. Customer hereby acknowledges that installation services and other services will also be provided directly by Passport Corporation
 - 3.12. the sub-processors used in the delivery of the Passport Products shall be as set out below (and not those referred to in section 5 of the Agreement):

Category	Common Name	Legal Entity	Data Processed	Locations Processed
Cloud Provider	Expedient	Expedient, Inc. 1 Allegheny Square, Suite 600 Pittsburgh, PA 15212	May include all customer data	Customer Data Encrypted at rest
Cloud Provider	Azure	Microsoft Corporation One Microsoft Way Redmond, Washington	Does not include any customer data	Customer Data Encrypted at rest
Email Delivery Service	Expedient	Expedient, Inc. 1 Allegheny Square, Suite 600 Pittsburgh, PA 15212	Emails notifications from SaaS service	US Email delivery system

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

4. In connection with the delivery of the Passport Products, the Agreement shall be further modified as follows:

- 4.1. Section 10.2 Effects of Termination Item c shall be replaced with the following:

Customer's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Customer will have thirty (30) days after the effective date of termination to request specific data from Passport or request a copy of their database which will allow the Customer to so extract Customer Data. If Customer requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Agreement.

- 4.2. Sections 11.1 and 11.2 of Article 11 (Indemnification) shall be deleted (being instead addressed separately in section 6 of this Addendum below).

- 4.3. Service Level Agreement

Reporting Claims Process

Passport will provide Customer with Availability metrics within one (1) business day upon customer request

- 4.4. Cloud Guidelines

Only one standard production tenant is included. Additional partial copy non-production tenants limited to 18 months of data available for purchase on an annual basis.

KPIs are available upon request and subject to applicable fees.

All SFTP managed service account logins use public key authentication or username/password to secure files in transit.

Only a SOC 2 report is published by Passport. Complementary user entity control are available within the SOC report. Passport does not maintain ISO27001 and 27018 compliance certifications. Customer agrees not to upload payment card information, as the service is not certified for PCI DSS. Passport is HIPPA compliant and is permitted to store health information.

5. In connection with any alleged loss, failure or delay arising out of or in connection with the Passport Products (howsoever caused) UKG shall (at its option) use reasonable endeavours to: (i) recover applicable costs or losses directly from Passport Corporation on behalf of Customer, and pass any applicable recovered amounts to Customer; or (ii) assign to Customer such of UKG's rights as may be

necessary to enable Customer to claim applicable costs or losses directly from Passport Corporation.

6. UKG represents to Customer that Passport has provided certain assurances to UKG customers in the following terms, and that UKG shall, following applicable notice from Customer, endeavour to enable Customer to benefit from such assurances as applicable.

3. Passport Indemnity for Customers

3.1. Passport will, on demand by UKG, defend any Customer from and against any and all legal claims alleging that the permitted uses of the Passport service, technology or applications infringe or misappropriate any legitimate copyright or patent. In all such cases, Passport will indemnify and hold harmless the Customer against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such claim, or as a result of Passport's settlement of such a claim. In the event that a final injunction is obtained against Customer's use of the applicable Passport product(s) by reason of infringement or misappropriation of any such copyright or patent, or if in Passport's opinion, the Service is likely to become the subject of a successful claim of infringement or misappropriation, Passport (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the applicable Passport product(s) as provided in the Agreement, or (b) replace or modify the applicable Passport product(s) so that they become non-infringing but remains substantively similar to the affected product(s). Should neither (a) nor (b) be commercially reasonable, either Customer or Passport may terminate the Passport Products delivered under the Agreement, at which time Passport will provide a refund to Customer of the PEPM Fees paid by Customer for the infringing elements of the product(s) covering the period of their unavailability.

3.2. Passport will have no liability to indemnify or defend a Customer: (a) to the extent there has been a material delay in the demand by UKG following UKG having been notified of the applicable claim; or (b) to the extent the alleged infringement or misappropriation is based on: (i) a modification of the applicable Passport product(s) undertaken by anyone other than Passport, or not undertaken at Passport's direction and in accordance with such direction; (ii) use of the applicable Passport product(s) other than as authorized by this Agreement; or (iii) use of the applicable Passport product(s) in conjunction with any other equipment, service or software not provided by Passport, where the applicable Passport product(s) would not otherwise infringe, misappropriate or otherwise become the subject of the claim.

3.3. The parties agree that the limitations and exclusions of liability in the Reselling Agreement shall not apply to the indemnity provided by Passport in this section 3.

7. Customer hereby acknowledges that, for the products and services provided by Passport Corporation, UKG is hereby acting solely as a reseller and (save for UKG's obligations in section 5 and/or 6 above (as applicable), and save for anything that cannot by applicable law be lawfully limited or excluded) disclaims any liability with respect to the products and services that are provided by Passport Corporation under this Agreement. Customer shall indemnify, defend and hold harmless UKG for any losses, claims or damages, which arise from or relate to any breach or alleged breach of Passport Corporation's representations and warranties made under the Agreement.
8. All other terms and conditions of the Agreement shall remain in full force and effect.
9. Passport Corporation shall be a third party beneficiary under the Agreement and this Addendum.

AGREED AND ACCEPTED

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

UKG

By: _____

Name: _____

Title: _____

Date: _____

Passport Addendum (Workforce Central)

**Passport Addendum
for Workforce Central**

This is an Addendum to the agreement governing the license of Workforce Central software applications whether on a perpetual license basis or in a software as a service model (the "Agreement") between _____, having a principal place of business at _____ ("Customer") and from UKG Kronos Systems, LLC, a UKG Company or its affiliates (collectively "UKG").

The parties hereby agree to amend the Agreement by inserting the following provisions:

1. In addition to the terms of this Agreement, should the Customer purchase and order Passport Corporation Products and/or services, the following terms shall apply:

A. Notwithstanding the Support Service terms of the Agreement, UKG will provide the first line of support services and the other support services relating to the Passport Product shall be provided by Passport Corporation directly as set forth in the SOW. Customer hereby acknowledge that installation services and other services will also be provided directly by Passport Corporation.

2. For the products and services provided by Passport Corporation, UKG is hereby acting solely as a reseller and disclaims any liability with respect to the products and services that are provided by Passport Corporation under this Agreement. Customer shall indemnify, defend and hold harmless UKG for any losses, claims or damages, which arise from or relate to any breach or alleged breach of such Passport Corporation's representations and warranties made under this Agreement, provided that Customer is promptly notified of any such claims. Subject to the terms of this Section, Customer shall have the sole right to defend such claims at its own expense. UKG shall provide, at Customer's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

4. Passport Corporation shall be a third party beneficiary under this Agreement.

AGREED AND ACCEPTED

CUSTOMER

By:

Name:

Title:

Date:

UKG

By:_____

Name:_____

Title:_____

Date:_____

UKG SMS Addendum

UKG WORKFORCE SMS ADDENDUM

This is an Addendum to the agreement governing the UKG scheduling product for which Customer is purchasing the UKG Workforce SMS service (i.e., the Workforce Central Software as a Service Terms and Conditions Agreement, UKG Sales Software License and Service Agreement, UKG Dimensions Agreement or Workforce Dimensions Agreement, as applicable) (the “Agreement”) between (“Customer”) and UKG Kronos Systems, LLC, a UKG Company (“UKG”).

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to UKG Workforce SMS service (“Workforce SMS”):

Description. Workforce SMS is a subscription based service, provided solely for Customer’s internal use, by which: (i) Customer may notify employees who are permitted to use a UKG scheduling product, via mobile technology (SMS) of the existence of one or more available work shifts, and (ii) employees’ responses are tracked in order that Customer may fill those available work shifts more efficiently. Each exchanged message (notice, response, confirmation, denial) shall be considered an “Interaction.”

Implementation. To initiate and setup administration of the required mobile communications with the mobile carriers, UKG will perform the standard implementation of Workforce SMS, including configuration, as described in the statement of work signed by the Customer. Any additional professional services for non-standard implementation services will be subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties, including any additional associated fees and expenses. UKG may, at its sole discretion, update and enhance the features available through Workforce SMS and applicable UKG scheduling product.

Payment. UKG will invoice Customer for the Workforce SMS implementation/configuration professional services fees set forth in the applicable statement of work and Order Form, pursuant to the payment terms set forth therein. UKG will invoice Customer for Workforce SMS usage based on the maximum number of Annual Interactions Customer has chosen to purchase (the “Annual Interaction Usage Fee”). The Annual Interaction Usage Fee will cover Workforce SMS usage by managers and employees through and including the expiration of the twelve month annual usage term (the “Annual Use Term”), or until the maximum number of Interactions purchased by Customer has been used, whichever occurs first. The Annual Use Term shall begin upon Order execution.

If prior to the expiration of the Annual Use Term Customer has used the maximum number of Interactions covered by the Annual Interaction Usage Fee, UKG will charge the Customer for any excess Interactions used on a per Interaction basis (the “Excess Interaction Rate”). UKG will invoice Customer each month at the applicable Excess Interaction Rate for the remainder of the Annual Use Term for excess Interactions used and payment will be due within thirty (30) days of the date of such invoice. Workforce SMS volume purchase options and the method for calculating the applicable Annual Interaction Usage Fee and Excess Interaction charges are described more fully at: <http://www.kronos.com/Legal/Workforce-SMS-pricing>

The Customer’s Annual Interaction Usage Fee for the Annual Use Term shall be set forth in the applicable Order Form. If Customer purchases additional Annual Interactions during the Annual Use Term, the Annual Use Term for such additional Annual Interactions will be for twelve months from the date of such Order execution.

Restrictions on Workforce SMS Services; Additional Responsibilities. Customer agrees that Workforce SMS has not been designed for, and may not be used as, a means to connect with country specific emergency services such as 911, E911, 000, 112 and 999. UKG shall have no liability for any delays, failures or unavailability of Workforce SMS due to transmission or other delays, errors or problems beyond UKG's control, or any other interruptions caused by the mobile communications network and/or mobile devices. Customer acknowledges that Workforce SMS pricing quoted on the applicable Order Form covers Interactions occurring in or between the countries as listed in the Pricing URL list above and that additional fees may apply for Interactions in or between other countries. Unused Interactions expire at the end of the Annual Usage Term and are not eligible for credit. Use of the Workforce SMS subscription service is subject to the terms set forth in the Agreement as well as the Acceptable Use Policy found at: <http://www.kronos.com/Legal/TwilioAUP> and Customer agrees to defend, indemnify and hold harmless UKG, its employees agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Workforce SMS may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications. UKG may discontinue Workforce SMS upon one hundred twenty (120) days prior written notice to Customer. In the event of discontinuation during the initial or renewal Annual Use Term, UKG will refund or credit the Customer for the unused portion of the previously paid Annual Interaction Usage Fee. Otherwise, Customer's payment of professional services and/or Interaction usage fees shall be non-refundable.

Security for Workforce SMS: Workforce SMS service relies upon a third party hosted communication platform and interactions with worldwide telecommunications networks to deliver SMS messages not under the control of UKG. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges the exclusive statement of the security and privacy provided is: UKG will undertake commercially reasonable measures to protect the security and privacy of data transmitted through the Workforce SMS service, however the security and privacy of such SMS data cannot be guaranteed in this global network involving many third parties.

Renewal and Termination. The initial Annual Use Term is twelve months. Upon the expiration of that twelve month period and upon each anniversary date thereafter, the term of this Addendum and the Annual Use Term shall automatically renew for an additional twelve month period unless Customer has provided forty-five (45) days prior written notice to UKG of its decision not to renew at the end of the then current term.

AGREED AND ACCEPTED

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

UKG:

By: _____

Name: _____

Title: _____

Date: _____

UKG EZCall Provider Scheduling Agreement

UKG EZCall Provider Scheduling Software as a Service (SaaS) Agreement

("Customer") and UKG Kronos Systems, LLC, a UKG company ("UKG"), agree that the terms and conditions set forth below shall apply to the UKG supply of the SaaS offering based upon the UKG EZCall Provider Scheduling platform and as specified on a UKG Order Form expressly referencing the UKG EZCall agreement and signed by the parties. For purposes of this Agreement the term Customer shall also include its Affiliates.

1. DEFINITIONS

"Affiliate" means any corporation or other business entity that controls or is controlled by or is under common control with Customer excluding any entity that is a competitor of UKG and any entity located outside the United States and Canada. "Control" means ownership of at least fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these terms and conditions, and any amendments thereto, and the Order Form(s).

"Billing Start Date" means the date the billing of the Annual Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Annual Service Fees for any Services ordered by Customer after the date of this Agreement shall be the date the applicable Order Form is executed by UKG and Customer.

"Confidential Information" means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party or its Suppliers because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself.

"Customer Content" means all content that Customer, or others acting on behalf of or through Customer, posts or otherwise inputs in the Services.

"Documentation" means technical publications published by UKG relating to the features, functionality and use of the Services.

"Hosting Environment" means the cloud infrastructure and platform services provided by UKG's Supplier for the hosting environment.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Minimum Contract Value" means the Annual Service Fees to be invoiced for the Initial Term or a Renewal Term, as applicable.

"Annual Service Fee(s)" means the annual fees for the Services as described in an Order Form.

"Order Form" means an order form mutually agreed upon by UKG and Customer setting forth the items ordered by Customer and to be provided by UKG and the fees to be paid by Customer.

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

"Policies" means the following policies of UKG's Supplier and all restrictions described on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, as each may be updated from time to time. Policies do not include whitepapers or other marketing materials referenced on the AWS Site.

"Acceptable Use Policy" means the Policy available at <http://aws.amazon.com/aup>

"Site Terms" means the terms of use available at <http://aws.amazon.com/terms/>

"Service Terms" means the rights and restrictions for particular Supplier Services available at

<http://aws.amazon.com/serviceterms>. Current Supplier Services include: Elastic Compute Cloud / EC2 (servers), Route 53 (DNS), Simple Email Service (Transactional Emails), Simple Storage Service / S3 (Static Content).

"Trademark Use Guidelines" means the guidelines and license available at <http://aws.amazon.com/trademark-guidelines/>

"Privacy Policy" means the privacy policy available at <http://aws.amazon.com/privacy>

"AWS Site" means the web site located at <http://aws.amazon.com>

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means accessibility to the commercially available and applicable module(s) of the UKG EZCall software applications specified on the Order Form signed by Customer by means of access to the password protected customer area of a website owned or operated by UKG or its Supplier, and all such services, items and offerings accessed by Customer therein or provided by UKG in connection thereto.

"Supplier" means any contractor, subcontractor or licensor of UKG providing software, equipment and/or services to UKG which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. SERVICES, HOSTING, IMPLEMENTATION AND SUPPORT

2.1 Ownership. The parties acknowledge that, as between UKG and Customer, UKG shall own all right, title and interest in and to the Services and all tangible or intangible works and materials developed by UKG in connection with the Services, including but not limited to systems, solutions, processes, formulae, designs, inventions, algorithms, documentation, computer source and/or object code. This Agreement does not transfer or convey to Customer or any third party, and Customer acknowledges that it does not have any right, title or interest in or to the foregoing, or any associated intellectual property rights, but only a limited license and right to use the Services in accordance with this Agreement.

2.2 Services. UKG grants to Customer a limited, nonexclusive, nontransferable, non-assignable, without right to sublicense, and revocable right to use for its internal business purposes, the Services, including without limitation the applicable UKG EZCall software

application module(s) and all associated Documentation. The Services are limited to the number of users identified on the Order Form(s). Customer agrees not to increase the number of users unless and until Customer pays the applicable fee for such increase.

2.3 Hosting. The Services rely upon a Hosting Environment that is provided by UKG's Supplier. Accordingly, notwithstanding any other provision of the Agreement to the contrary, Customer understands and acknowledges that the use of the Hosting Environment and the exclusive statement of the security protections provided for i) the Hosting Environment, and ii) all associated data, is found within the Privacy Policy and at the AWS Site. Without limiting the generality of the foregoing, Customer will adhere to all laws, rules and regulations applicable to Customer's use of the Services, and is directed to the Policies, including those specifically defined above. Customer agrees to defend, indemnify and hold harmless UKG, its employees, agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policies.

2.4 Implementation Services. UKG will provide the Implementation Services per a mutually agreed upon Statement of Work.

2.5 Support. Customer shall submit requests for support by e-mail using a customer support e-mail address provided by UKG. UKG agrees to respond to such requests for support, and provide reasonable resolution thereto, in a timely fashion ("Customer Services"). Customer Services shall include improvements, patches and upgrades to the Services, as such are generally made available to UKG's customers. UKG may provide data conversion, data transfer services and other types of services at UKG's then-current hourly fees. Remote end-user training and a training manual is provided at no additional charge. Additional onsite support is available upon request, subject to UKG's then-current hourly fees and payment of actual expenses, including reasonable travel, meal and lodging costs (if necessary).

3. CUSTOMER'S OBLIGATIONS.

3.1 Use of Services. Customer will not (a) sell, assign, transfer, or sublicense the Services, (b) cause or permit modification, disassembly, de-compilation, or reverse engineering of the Services, (c) use the Services to provide time-sharing or service-bureau services, either for profit or not, (d) allow third-parties to access or use the Services, (e) copy or give copies of the Service to any other party including its parent, sister organizations, subsidiaries, or contractors except as permitted hereunder, (f) use, or allow the use of, the services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations, (g) use the Service in any manner which could damage, disable, overburden, or impair UKG's or UKG's Supplier's website or interfere with any other party's use and enjoyment of the Service, (h) use the Service or any feature of UKG's or UKG's Supplier's website or services to post, send or receive messages or material that are unrelated to the Services or which are damaging or defamatory, (i) upload files containing any virus, Trojan horse, worm, spyware, spamware, malware, time bomb or similar code designed to disrupt the operation of, permit unauthorized access to, erase or modify any aspect of the Service or any of UKG's or its other customers' data or (j) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan, (k) use any tool designed to automatically emulate the actions of a human user (e.g., robots), or (l) develop or promote a product or offering similar in purpose to any UKG products and services.

3.2 Customer's Account. Customer is responsible for all activities that occur under Customer's account, regardless of whether the activities are undertaken by Customer, its employees or a third party (including Customer's contractors or agents) and, except to the extent caused by UKG's breach of this Agreement, UKG is not responsible for unauthorized access to Customer's account. Customer will promptly contact UKG if Customer believes an unauthorized third party may be using Customer's account or if Customer's account information is lost or stolen.

3.3 Customer Content. Customer is solely responsible for the development, content, operation, maintenance, and use of the Customer Content. For example, Customer is solely responsible for: (a) compliance of Customer Content with the Policies, and the law; (b) any claims relating to Customer Content; and (c) properly handling and processing notices sent to Customer (or any Customer affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act or any similar law.

4. DATA PRIVACY. UKG's Supplier of the Hosting Environment participates in the safe harbor programs described in its Privacy Policy. Customer consents to UKG's Supplier's collection, use and disclosure of information associated with the Service in accordance with the Privacy Policy, and to the processing and the transfer of Customer Content in the Services.

5. FEES AND PAYMENT

5.1 Fees. Customer shall pay UKG the Setup Fees, the Annual Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. All payments and fees shall be due 30 days following date of invoice unless otherwise indicated on an Order Form.

5.2 Setup Fee. The Setup Fees are one time fees that shall be invoiced as indicated on the applicable Order Form.

5.3 Annual Service Fees. Annual Service Fees commence on the Billing Start Date and are invoiced annually in advance. Support Services are included in the Annual Service Fees.

5.4 Reconciliation at Renewal. For the three (3) month period prior to which UKG sends the renewal invoice for the Annual Service Fees, UKG will determine the number of Customer users actually using the Services, and Customer agrees to pay the Annual Service Fee for the following year in an amount equal to Customer's then current per user fee for the maximum number of users who used the Service during that three (3) month period.

5.5 Taxes. Customer is responsible for all applicable taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege. Except as expressly set forth in the Agreement, all amounts paid to UKG are non-refundable.

5.6 Increases. At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, UKG may increase the Annual Service Fee rates in an amount not to exceed four percent (4%). The increased Annual Service Fees will be reflected in the invoice following the effective date of such increase without additional notice.

6. TERM, SUSPENSION, TERMINATION AND TRANSITION

6.1 Term. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

6.2 Temporary Suspension. UKG may suspend Services immediately upon written notice to Customer if: (a) any amount owing under this Agreement is thirty (30) or more days overdue and UKG has provided Customer at least seven (7) days' prior written notice that Customer's account is overdue, or (b) Customer breaches any Policies.

6.3 Termination

(a) Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Minimum Contract Value. UKG may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

(b) Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

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

6.4 Effect of Termination

(a) If the Agreement is terminated for any reason, Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, as well as the Minimum Contract Value.

(b) Notwithstanding the foregoing, if Customer terminates for an uncured breach of the Agreement by UKG, UKG shall refund Customer any pre-paid and unused fees for Services not delivered by UKG.

(c) In addition, upon the effective date of termination or expiration of this Agreement for any reason:

(i) Customer's right to access and use the Services shall be revoked;

(ii) No more than fifteen (15) days after termination, UKG will provide to Customer, at no charge to Customer, the Customer Content in the format then in use for the Services. After such time period, UKG shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;

(iii) Customer agrees to timely return all UKG-provided materials related to the Services to UKG at Customer's expense or, alternatively, destroy such materials and provide UKG with an officer's certification of the destruction thereof; and

(iv) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

7. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

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

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

7.3 EXCEPT AS PROVIDED FOR IN THIS SECTION 7, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED EXCEPT TO THE EXTENT PROHIBITED BY LAW. UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

8. INDEMNIFICATION

8.1 UKG shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually incurred by a third party as a result of such Claim by a court of applicable jurisdiction or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against

Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

8.2 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than UKG; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by UKG, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement.

8.3 Customer shall defend UKG, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**UKG Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (b) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. UKG will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

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

9. LIMITATION OF LIABILITY

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

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

10. CONFIDENTIAL INFORMATION

10.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party.

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

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

11. GENERAL

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

11.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

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

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

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

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

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

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

DATED: _____

CUSTOMER:

UKG

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

APPENDIX 10 – SPD-SP044 TRADE SECRET AFFIDAVIT

TRADE SECRET STATUS AFFIDAVIT
STATE OF GEORGIA
REQUEST FOR PROPOSAL, REQUEST FOR QUOTE, or REQUEST FOR QUALIFIED CONTRACTOR
Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

All documents, data, letters and generated information received by the State constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...Information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with UKG Kronos Systems, LLC's response to the State of Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor Sealed Proposal # 24-6833, Human Resource Information Systems and Related Products and Services are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- UKG Audited Financial Package
- Identity of past and present customers, including without limitation amounts of sales to such customers, individually and in the aggregate
- Information related to the ownership and owners of UKG Kronos Systems, LLC
- Pricing not disclosed in UKG Kronos Systems, LLC's response
- Confidential and proprietary information related to the solutions offered by UKG Kronos Systems, LLC

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that the State of Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:



John Butler

[Signatory Name in Print]

Treasurer

[Signatory's Title]

UKG Kronos Systems, LLC

[Company Name]

Date: August 4, 2024

SUBSCRIBED AND SWORN BEFORE
ME ON THIS 4th DAY OF
August 2024, 202x.

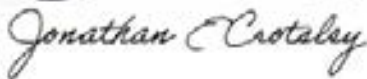
Jonathan Edward Crotsley

NOTARY PUBLIC

My Commission Expires: 03/31/2025



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



APPENDIX 11 – ADDENDUM ACKNOWLEDGEMENTS

Cobb County Addendum #1



**COBB COUNTY
PURCHASING DEPARTMENT**

122 Waddell Street NE
Marietta, Georgia 30060
phone: 770-528-8400 • fax: 770-528-8428

ADDENDUM NO. 1

**Scaled Proposal # 24-6833
Request for Proposals
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department**

Date: July 18, 2024

Page 1 of 10

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions and Clarifications from Pre-Proposal Meeting on July 10, 2024
- Sign-In Sheet(s) from Pre-Proposal Meeting
- Questions Submitted in Writing

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal.

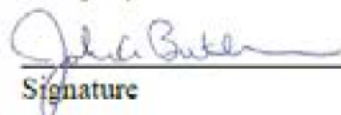
This acknowledgment form must be signed, dated, and included with your submitted proposal

UKG Kronos Systems LLC.

7/19/2024

Company Name

Date



Signature

John Butler

Print Name

All proposals must be received before 12:00 (noon) by the Proposal Close date. Proposals shall be delivered to Cobb County Procurement Services Department, 122 Waddell Street, Marietta, GA 30060.

APPENDIX 12 – UKG SUPPORTING ATTACHMENTS

UKG Attachment 1 – UKG Product Overview

Ultimate Kronos Group (UKG) goes beyond traditional HCM software, offering an unparalleled solution that empowers participating agencies to boost employee experience, reduce manual processes, and stay compliant. Our comprehensive suite covers the entire employee lifecycle, from onboarding to retirement, encompassing human resources, payroll, and workforce management. UKG solutions excel in several key areas:



By combining these elements, UKG's Suite of Solutions helps participating agencies create a data-driven approach to building a positive work environment, fostering employee engagement, and achieving better business outcomes. UKG offers a best-of-breed solution that empowers participating agencies to efficiently support employees, reduce manual processes, and ensure compliance. Our hire-to-retain solutions, encompassing human resources, payroll, and workforce management functionalities, ensure maximum efficiency and empower your workforce.

Please see below for general product and functional overviews of UKG's suite of HCM solutions:

- **Human Resources**
- **Payroll**
- **HR Service Delivery**
- **Time**
- **Workforce Strategy Solutions**

Human Resources

Human Resources encompasses essential functions such as employee records, organizational data management, and analytics. It provides the framework for a participating agency to manage their workforce data efficiently, ensuring compliance with HR regulations, and supporting day-to-day HR operations. Employee and manager self-service connect employees to relevant information and resources they need to work more effectively.

- **Human Resources (People Center)** is designed to improve the work experience for HR, managers, and all employees. Here are some key features:
 - **Comprehensive Human Resources:** UKG Human Resources tracks all HR-related information about employees, including personal details, employment history, performance reviews, benefits choices, and time and labor data. Additionally, this record may be used to store custom fields and dates, asset assignments, work related injury data, certifications, licenses, and more.
 - **Engage Employees:** Employees have direct access to HR-related tools and data from any device. This improves productivity and engagement by providing timely information and access to self-service features.
 - **Timely Compliance Updates:** UKG helps participating agencies stay compliant with employment and payroll regulations, making it easier to record essential information for government reporting and analysis in the United States and territories.
- **Recruiting:** UKG Recruiting streamlines the talent acquisition process by automating job postings, candidate sourcing, and applicant tracking. It enables HR teams to efficiently identify, assess, and communicate with potential hires to select the best-fit candidates. This not only saves time and reduces manual effort, but also ensures a more effective recruitment process, leading to better hires and improved team performance.
 - **Inviting Candidate Experience:** The platform crafts an inviting candidate experience, making it easy for applicants to apply from any device while reflecting the participating agency's brand and culture. This seamless process encourages engagement and trust from the very first interaction but also makes the audience feel the ease of use and convenience, ensuring a comfortable and stress-free application process that reflects the participating agency's culture.
 - **Streamlined Talent Processes:** UKG Recruiting allows recruiters to keep pace with candidates at different stages within the recruiting pipeline. Intuitive talent analytics help continuously improve processes, ensuring efficient talent sourcing, tracking, and evaluation. Communications, including emails, collaborative interview scheduling, text messaging, and shared internal candidate evaluations and notes allow recruiters and hiring managers to stay in lock step during every phase of the recruitment process. Integrations for background checks, assessments, and more provide peace of mind that the recruiting process remains compliant with agency policies. The creation and

acceptance of offer letters is supported using branded templates, allowing the hiring team and candidate to have a fully electronic experience.

- **Onboarding:** Onboarding is a crucial part of the employee journey, and UKG's Onboarding tools play a significant role in creating a personalized and impactful connection for new hires. These modules simplify and automate the onboarding process, ensuring a smooth transition for new employees and rehires. HR teams can efficiently manage tasks such as collecting necessary documentation, completing compliance forms and custom agency documentation, and creating personalized welcome materials. With collaborative technologies, UKG Onboarding helps new hires connect to their agency in a way that is both personal and impactful, even before day one. This not only enhances the employee experience but also boosts productivity and engagement.
- **Position Control/Management:** Offers several key features to help agencies efficiently manage position changes while maintaining compliance and providing insight into staffing to make informed decision-making. Here are some highlights:
 - **Reporting Hierarchy Structure:** Establish a reporting hierarchy for positions that report to other positions.
 - **Managing Multiple Roles:** Easily manage employees working in multiple roles or positions within a single location.
 - **Simplified Relationships:** UKG simplifies relationships between jobs, positions, employees, and the overall organizational structure.
 - **Reduced Administrative Tasks:** Position control/management tools reduce manual administrative HR tasks, eliminating the need for manual position data entry.
 - **Real-Time Visibility:** Gain real-time visibility into position data for better informed, in-the-moment management and planning.
 - **Compliance Mitigation:** Align positions with necessary training and credentials to ensure adherence to federal, state, and local labor laws.
- **Benefits:** UKG Benefits simplifies the management of employee benefits programs. UKG Benefits allows administrators to manage new hire(s) and open enrollment, enable electronic submission and tracking of qualifying life events, calculate employee and employer contributions with effective dating, and provide self-service portals for employees to access and manage their benefit selections. This capability ensures accurate and efficient benefits management and supports employee well-being by helping them select the plan that fits their needs. Here are some key features:

- **Benefits Administrator Tools:** allows participating agencies to configure the solution to support diverse benefit programs, automate processes, and engage employees. Advanced configuration capabilities allow flexible plan design and benefits calculations. Effective communication with employees during enrollment simplifies administration.
- **Intuitive Enrollment Process:** enables employees to view and select benefits options via an intuitive shopping experience. They can set filtering preferences, compare plans side by side, edit beneficiary and dependent information, and gain a holistic view of their options. Passive enrollment is supported to assist employees who wish to make limited or no changes to their benefit elections.
- **Robust Reporting:** Multiple configurable reports are available to track new hire and open enrollment progress and trends, provide point-in-time benefit census data, and ease the burden of carrier billing reconciliation.
- **Affordable Care Act (ACA):** UKG ACA simplifies Affordable Care Act compliance by streamlining the collection of employees' hours, automating policies, and monitoring critical metrics. Here are some key features:
 - **Measurement Periods:** UKG ACA tracks measurement, administration, and stability periods. This informing administrators as employees become eligible or lose eligibility.
 - **Compliance Reporting:** Intuitive year-end processes simplified with auto-population of 1095-C and 1094 forms with up-to-date codes maintained by UKG. 1095-C forms are made available to employees electronically and may also be printed.
- **Performance Management:** UKG Performance tools provide targeted growth opportunities to employees, with a continuous, collaborative performance management experience that also delivers actionable insights for keeping your talent engaged. With UKG's employee performance management solution, you can assess individual or team performance, automate employee reviews, identify areas for improvement, and develop and retain top talent. Here are some highlights:
 - **Goal and Objective Setting:** The module provides an organized framework for aligning the participating agency's core objectives with individual goals. Users can measure their own success, track progress, and adjust goals and competencies as needed to fit workforce requirements.
 - **Competency Assessment and Development:** The platform assesses competencies and skills, helping employees develop and grow. It ensures alignment between individual capabilities and organizational needs.

- **Configurable Performance Reviews:** UKG's configurable templates allow administrators to determine the elements and workflow of a performance review for multiple groups:
 - Customize rating scales
 - Determine weights, averages, and final performance grade as desired
 - Identify multiple review participants, including peer, manager, and administrative contributors.
- **Incident Tracking:** Disciplinary actions and incident reports may be tracked within the UKG solution, providing visibility to the full talent history of an employee.
- **Reporting and Analytics:** Robust reporting tools allow HR professionals to gain insights into performance metrics, identify trends, enhancing transparency and accountability and make data-driven decisions.
- **UKG Succession Planning** supports creation and management of succession planning by tracking high-potential employees and succession plans for individuals and positions or jobs.
- **Learning** delivers and manages training and development programs. UKG Learning offers online courses, assessments, and certification tracking to enhance employee skills and knowledge. This capability ensures that employees have access to relevant courses, promoting professional development and tracking compliance. Here are some key features:
 - **Consumable, On-Demand Content:** Learning delivers engaging content that employees can access when and where it's convenient for them. This feature ensures that ongoing learning becomes an integral part of work.
 - **Tailored Learning Academy:** Participating agencies can quickly deploy a training academy with their unique branding and configure the solution to meet specific business needs. Customization is essential for effective learning experiences.
 - **Real-Time Insights:** Learning provides real-time insights into employee progress and course completion. This visibility helps participating agencies track learning outcomes and adjust strategies as needed.
- **Compensation** allows participating agencies to create compensation plans, reward employees thoughtfully, and align individual contributions with business performance. Utilizing configurable merit matrices, UKG Compensation provides visibility into proposed salary changes and/or one-time payouts, allowing leadership to evaluate current and future compensation, compa-ratios, and performance rankings in one editable experience. Workflow of approvals moves these proposed changes through the appropriate channels, culminating in effective dated pay changes that streamline the compensation evaluation process through to payroll.

Payroll

Using UKG's automated payroll solution, you can streamline payroll processing to increase productivity, improve payroll accuracy, and gain greater control of your payroll processes – in house and on your schedule.

- **Flexible Configuration:** UKG solutions provide access to earning and deduction settings, allowing on-the-fly configuration and modification as needed. Multiple pay cycles are supported, allowing each employee group to be processed on the participating agency's schedule. Off cycle and manual checks may also be issued as needed.
- **AI-powered Recommendations:** The platform offers advanced tools to enhance payroll management by proactively identifying and resolving errors. Prior payroll comparisons, variance reporting, and other proactive alerts allow payroll administrators to focus on anomalies rather than cross-checking each pay statement.
- **Robust Reporting:** Reporting is crucial to delivering accurate pay statements. UKG Payroll allows administrators real-time insights into their payroll data at every stage of the process, from initiation to post-payroll reporting. General ledger data is passed to the participating agency's accounting system in the proper format and is also available for reporting within the UKG solution.
- **Payment Services:** UKG provides payment services to include check printing and mailing, direct deposit file submission, tax filing and fund disbursement, and wage attachment fund disbursement.

HR Service Delivery

HR Service Delivery is a comprehensive solution that lets HR Teams execute a sophisticated strategy for people operations and document management.

- **People Assist Knowledgebase:** This employee self-service portal empowers employees to find answers to HR questions, access agency policies and handbooks, and search or browse through agency created Articles. This reduces the burden on HR for basic inquiries and allows employees to access information on their own schedule. Articles may be limited to a select audience, ensuring that employees only see information relevant to their role.
- **People Assist:** With People Assist, agencies can deploy an automated case management and knowledge management platform with support for complex business processes, while gaining critical operational insights.
 - **Knowledgebase:** It provides employees with tailored guidance in the form of highly customized knowledge base articles and quick personalized customer service with self-service options. This employee self-service portal empowers employees to find answers to HR questions, access agency policies and handbooks, and search or browse through agency created Articles. This reduces the burden on HR for basic inquiries and allows employees to access information on their own schedule. Articles may be limited to a select audience, ensuring that employees only see information relevant to their role.
 - **Process Automation:** Create configurable processes to include assignable tasks, forms, and approvals. Use conditional workflows to automatically route items to appropriate parties, ensuring efficient and complete workforce processes.
- **Document Manager:** With Document Manager, participating agencies can deploy a sophisticated document management platform where they can manage certifications, licenses, forms, and media files across the workforce while complying with legal requests, government regulations, and data retention guidelines. It enables employees to acknowledge and sign documents while also delivering document management notifications and reminders.
 - **Smart Document Generation:** This automates the creation of personalized documents based on templates. Fill in the blanks with relevant data, and the system generates a polished document, saving HR time and ensuring consistency.
 - **eSignature:** This allows for electronic signatures on important documents. No more printing, signing, scanning, and emailing – get approvals quickly and securely online.
- **HR Compliance Assist:** This knowledge portal helps participating agencies navigate the complexities of HR data compliance on a global scale.