

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

16. TERMINATION OF ORDER FORM OR SOW

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

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

**Exhibit “E” UKG Statements of Work**  
**UKG Launch UKG Ready Statement of Work** "Confidential"

**Exhibit “E” UKG Statements of Work**  
**UKG One View Connect Statement of Work**

### **UKG Statement of Work for UKG One View Connect**

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this SOW. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

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

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

## **1. Introduction to Launch**

UKG's Launch methodology provides a framework for how the project will progress during Customer's deployment. The project team follows this framework to transition Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) testing for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

## **2. Subscription Service(s) in Scope**

The following Subscription Services are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

Subscription Service	Go Live Phase
UKG One View Connect	Multiple

## **3. Launch Parameters**

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Completion	<ul style="list-style-type: none"><li>The typical duration for the Subscription Service(s) Launch will vary based on the scope and number of pay groups.</li><li>Launch services end when the agreed upon scope of services is completed.</li><li>The duration of Launch is generally based on one (1) month for every fourteen (14) pay groups.</li><li>Additional services, if necessary to complete the Launch, will require a separate Service Request.</li></ul>

Launch Item	Guidelines
Launch Pricing	<ul style="list-style-type: none"> <li>Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order.</li> <li>Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.</li> <li>Material scope changes impacting project resource requirements and/or Launch duration will require a separate Service Request.</li> </ul>
Customer Tasks and Communication	<ul style="list-style-type: none"> <li>Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates.</li> <li>Customer's project manager is the appointed point of contact for Customer on this project. Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.</li> </ul>
Work Hours	<ul style="list-style-type: none"> <li>UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone.</li> <li>Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.</li> </ul>
Access and Travel	<ul style="list-style-type: none"> <li>All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request or work order.</li> <li>Customer will provide UKG resources with access to necessary infrastructure. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.).</li> <li>Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.</li> </ul>

#### 4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	<ul style="list-style-type: none"> <li>Review Statement of Work (SOW), contract documents and resource assignments with Customer</li> <li>Facilitate and participate in the kick-off meeting</li> <li>Assist in defining Customer resources and training plan as part of the project plan</li> <li>Provide Customer access to the Subscription Service(s) as contracted in the Order</li> </ul>	<ul style="list-style-type: none"> <li>Validate Statement of Work (SOW), contract documents and resource assignments</li> <li>Share project goals/success criteria with UKG project team</li> <li>Participate in the kick-off meeting</li> <li>Ensure key project resources attend recommended training course(s) throughout implementation</li> </ul>	<ul style="list-style-type: none"> <li>Statement of Work (SOW) and contract documents reviewed and align with those received with the Order</li> <li>Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team</li> <li>Access to the UKG Subscription Service(s) obtained as contracted in the Order</li> </ul>
Requirements			
	<ul style="list-style-type: none"> <li>Lead requirements workshop(s) to aid Customer in gathering business requirements</li> <li>Conduct workshops to define testing strategy</li> <li>Lead and participate in the documentation of project assumptions, risks, and configuration needs based on</li> </ul>	<ul style="list-style-type: none"> <li>Participate in requirements and testing strategy workshops</li> <li>Gather policy/procedure documentation and business use cases to complete data collection process</li> <li>Describe expected solution, business process(es), and business rules for all employee</li> </ul>	<ul style="list-style-type: none"> <li>Requirements workshop(s) delivered enabling the data collection process</li> <li>Testing strategy workshop(s) delivered supporting testing strategy definition</li> <li>Document detailing project assumptions, risks, and configuration needs jointly</li> </ul>

Launch Phase	UKG	Customer	Deliverables
	completed requirements and UKG recommended configurations <ul style="list-style-type: none"> <li>Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan</li> </ul>	groups in scope <ul style="list-style-type: none"> <li>Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines</li> <li>Participate in the documentation of project assumptions, risks, and configuration needs</li> </ul>	produced <ul style="list-style-type: none"> <li>Updated project plan delivered detailing activities and primary milestones of the project</li> </ul>
<b>Build</b>			
	<ul style="list-style-type: none"> <li>Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration</li> <li>Share data mapping process and field specifications with Customer</li> <li>Configure interfaces as defined in this document</li> <li>Supply technical support for UKG network infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration</li> <li>Provide data translations and field mapping defaults for all required fields</li> <li>Supply technical support for system integration/data conversion, system networking and any Customer hardware</li> <li>Review configuration and agree to proceed to Test phase</li> </ul>	<ul style="list-style-type: none"> <li>Unit testing completed and configuration validated for Subscription Service(s)</li> <li>Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields</li> <li>Interfaces are configured and align with those defined in the SOW</li> </ul>
<b>Test</b>			
	<ul style="list-style-type: none"> <li>Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy</li> <li>Resolve Customer-reported defects</li> </ul>	<ul style="list-style-type: none"> <li>Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy</li> <li>Report and retest identified defects</li> </ul>	<ul style="list-style-type: none"> <li>User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received</li> </ul>
<b>Go Live</b>			
	<ul style="list-style-type: none"> <li>Provide production support and post-live support for transition to UKG's Support Services team</li> </ul>	<ul style="list-style-type: none"> <li>Execute manager and end-user training</li> <li>Validate Subscription Service(s) and mutually agree to proceed with Go Live</li> </ul>	<ul style="list-style-type: none"> <li>First live date has been achieved</li> </ul>

## 5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	<ul style="list-style-type: none"> <li>Act as UKG project sponsor responsible to gain commitment for all project resources</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks</li> <li>Develop and manage project schedule. Communicate overall project status and provide project reporting.</li> <li>Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.</li> </ul>
Integration Consultant	<ul style="list-style-type: none"> <li>Create and deliver all in-scope integrations</li> <li>Work together with Customer and 3<sup>rd</sup>-party vendors (if applicable) to determine requirements for file automation; initiate and manages the setup of data exchange services</li> </ul>



UKG Resource	Key Responsibilities
User Adoption Consultant	<ul style="list-style-type: none"> <li>Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management</li> </ul>
Payment Services Subject Matter Expert	<ul style="list-style-type: none"> <li>Primary point of contact for payment services related activities</li> </ul>

Customer Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> <li>Act as Customer project sponsor responsible to gain commitment for all project resources</li> <li>Provide executive-level support to the project team</li> <li>Ensure the needs of the project team are well represented and met by the steering committee</li> </ul>
Project Manager/Lead	<ul style="list-style-type: none"> <li>Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks</li> <li>Communicate overall project status and provide project reporting to Customer steering committee if applicable</li> <li>Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution</li> <li>Channel the team's activities toward Subscription Service(s) configuration and executing the project</li> </ul>
Education and Change Management Resource	<ul style="list-style-type: none"> <li>Act as Customer's primary resource and designated decision maker for end user training and change management</li> </ul>
System Administrator	<ul style="list-style-type: none"> <li>Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge</li> </ul>
Technical Resource	<ul style="list-style-type: none"> <li>Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable</li> </ul>
Payroll Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary payroll representative and designated decision maker</li> </ul>
Other Subject Matter Experts	<ul style="list-style-type: none"> <li>Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area</li> </ul>

## 6. Professional Services and Subscription Service Assumptions

The following Subscription Service and Professional Service assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage.</li> <li>Provide access to learning resources like job aids and videos for end users, superusers and administrators.</li> <li>Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.</li> </ul>

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Provide an overview of the UAT process, including testing tools and the approach to be used for issue management</li> <li>Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business</li> <li>Offer consultation and provide issue support during the testing phase</li> <li>Secure final confirmation from Customer to validate system readiness prior to Go Live</li> </ul>

Subscription Services	Assumptions
UKG One View Connect	<p>UKG will:</p> <ul style="list-style-type: none"> <li>• Lead Customer through a multi-country, multi-phased deployment of UKG One View Connect for the countries set forth in the Order.</li> <li>• Configure the UKG One View Connect system per Customer pay group requirements for the countries set forth in the Order.</li> <li>• Support Customer's company data and/or employee data migration via one (1) of the following methods: <ul style="list-style-type: none"> <li>○ HCM synchronization</li> <li>○ One View template population</li> <li>○ One View UI entry</li> </ul> </li> <li>• Validate Customer's data load, payment tests and the successful syncing of live data</li> <li>• Provide cut-over support for the first full cycle of live operation</li> </ul> <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Extract applicable company and/or employee data from existing legacy system(s) and enter via One View Connect UI or UKG-provided template (applies only if data is not being synchronized from HCM system)</li> <li>• Provide a payroll register</li> <li>• Support payment tests (if in scope) in the agreed timeframe</li> <li>• Support of testing of the General Ledger (if in scope)</li> <li>• Complete the necessary training</li> <li>• Own internal change management and any new process required to use the Product</li> </ul>

## 7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a Service Request:

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the Launch duration

UKG will assess the time and costs needed to implement the Service Request, its impact on the project's delivery, and will quote the effort based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.



**Exhibit “E” UKG Statements of Work**

**UKG One View Managed Services and Payments Statement of Work**

# Exhibit "E" UKG Statements of Work UKG One View Managed Services and Payments Statement of Work

## Statement of Work for One View Managed Services and Payments

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

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

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

### 1. Introduction to Launch

UKG's launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The launch methodology includes the following phases:

Launch Phase	Description
Welcome	During the Welcome stage, the Customer will complete training on the One View Academy and will complete the One View Welcome Pack. The One View Welcome Pack is to be completed by the Customer no later than 5 days prior to the commencement of the project. This is to ensure that all key tasks are completed prior to project kick off and that both the Customer and UKG are set up for a successful delivery of your project. If this pack isn't completed prior to the commencement of the project, this may delay the project kick off/launch and the start of the Requirements stage.
Requirements	During the Requirements stage, the project governance structures are agreed. A detailed project plan is agreed and signed off for Phase 1 with additional phases agreed in advance of each subsequent phase commencing. A set of workshops will be completed during this stage to define the information which is required from the Customer. This information will be provided by the Customer in a set of definition templates and will be used by UKG to configure specific items in the system based on the Customer's information. The One View initial build will contain the standard baseline configuration in line with the process catalogue and is then supplemented with the Customer specific setup. All relevant information needs to be provided by the Customer in this stage.
Build	During the Build stage, the One View standard build is supplemented with the Customer-specific configuration and as defined in the Requirements Stage. The data provided by the data integration and/or in the migration templates is populated into the One View test environment. The Customers Project Team are guided in a playback walk-through of end-to-end (E2E) business processes on the configured platform. The Customers Project Team will complete the HCM Data validation to ensure that the team are familiar with One View standard operating procedures in advance of the parallel run. The Customer Project Team will also complete People Data Readiness activity on data integrated/loaded to validate that the data is parallel run ready.
Test	The parallel run is completed during this stage. This involves the running of full payrolls for all countries (where possible) and reconciling these against the legacy payroll provider for the same period using the One View standard parallel run reconciliation protocols, exit criteria, and tolerances. Validation of GL files and execution of payments tests for payments and/or employee bank files are completed.
Go Live	In Live Operation, everything is as per business-as-usual operation, this includes systems, processes, and people. Live operation responsibility sits with the One View Payroll Operations Team. The One View Project Team will coordinate activity and final project activities such as ensuring the One View logons are released to the Customer's employees to view payslips and will remain active in support to close out any outstanding project actions or tasks.

### 2. Subscription Service(s) in Scope

The following Subscription Services, if purchased, are in scope and will be configured in accordance with the launch methodology and assumptions described in this document.

UKG One View Managed Services Product Modules	Description
Payroll Inputs	<p>There are two routes for data to be input into the global payroll process:</p> <ol style="list-style-type: none"> <li>1. Integrated into the One View API layer by the Customer systems, utilizing the UKG prescribed API formats. <ol style="list-style-type: none"> <li>a. HCM Data</li> <li>b. Salary (additional recurring payment elements dependent upon HCM)</li> <li>c. Organisation assignments</li> </ol> </li> <li>2. Data entry/upload by the Customer Payroll Manager directly into One View. <ol style="list-style-type: none"> <li>a. Leave of Absence data – where mastered outside the HCM i.e. WFM system</li> <li>b. Recurring payment elements (where not integrated)</li> <li>c. Variable elements (extra and one-off payments)</li> <li>d. Employee beneficiary / banking details</li> <li>e. Non-HCM data (country level information)</li> <li>f. Non-HCM documentation (country level)</li> </ol> </li> </ol> <p>The actual breakdown between API and Data Update(s) will be further defined in the Integration Design Document (IDD) that is completed as a deliverable of the Requirements stage of the Launch methodology.</p>
Payroll Results Set	<p>A payroll results set is available from the One View solution allowing a full review of the payroll to inform decisions regarding payroll amendments, approval and sign off. The payroll results are fully downloadable from One View following the payroll processing by UKG and its in-country partners (ICPs).</p> <p>The payroll results set includes:</p> <ol style="list-style-type: none"> <li>1. Standard Set <ol style="list-style-type: none"> <li>a. Standard gross to net (GTN) report: The One View gross to net is a created report that is constructed from the detailed pay element data (element by element, person by person). The report is a universal gross to net format across all jurisdictions representing each detailed component of the payroll gross to net process.</li> <li>b. Standard variance analysis report: The One View standard variance analysis compares the current payroll (element by element, person by person) to the previous payroll run.</li> <li>c. Payments listing report: This report shows all the payments [to individuals and to relevant third parties] in a simple Excel based listing to support the Customer payroll approval process.</li> <li>d. One View pay statements: These UKG generated pay statements are produced at the time of draft payroll to support Customer decision making.</li> <li>e. Bank detail change audit report: this additional system generated control report can be configured to run for each payroll cycle and list out either a full set of bank detail old vs. new values, or only list those details which have changed in the payroll period.</li> </ol> </li> <li>2. Advanced Option <ol style="list-style-type: none"> <li>a. Detailed GTN report: As per standard GTN but with additional data points to create a more detailed and granular view and visibility of the payroll results at a gross to net level, within standard One View capabilities. If implemented, this GTN is in place of the standard gross to net. The additional data points available are: <ol style="list-style-type: none"> <li>i. Employment start date</li> <li>ii. Employment end date</li> <li>iii. Organizational assignment / hierarchy components</li> </ol> </li> </ol> </li> </ol> <p>All the payroll results set items are in a standard Excel format across all jurisdictions to ensure the ease of use for Customer team members managing multiple jurisdictions.</p>
Pay Statements/Payslips	<p>As standard, a local compliant payslip is available to the employees and administrators within One View. In addition to this (for all administrators) one of the core functionalities of One View is the ability to provide a universal, standardized global payroll payslip across all jurisdictions processed by UKG. This pay statement provides all details of the payroll as processed on the GTN.</p> <p>Employee payslips are encrypted with an employee self-service managed password. Payslips are available to the employee through the One View Employee Self Service Portal as standard for all staff.</p> <p>Employee access is automatically shut down several days after the employees' final date of</p>

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UKG One View Managed Services Product Modules	Description
Employee Statutory Payroll Documents	<p>employment, with the default value of this being 60-days.</p> <p>UKG delivers the capability for the employee to access self-service payroll documents generated as part of the One View Platform and Service. These documents are stored against the employee records and categorized accordingly as:</p> <ol style="list-style-type: none"> <li>1. Payslips</li> <li>2. Period-end documents</li> <li>3. Other documents</li> </ol>
Standard General Ledger (GL) (Off-the Shelf Approach)	<p>UKG will provide a standard GL as a single output file format which is applicable to the primary financial management system (FMS) across all countries, including a single global chart of accounts (CoA), unless agreed otherwise. The file is a fully balanced GL file [i.e. debits equal to credits] for the payrolls being output after each pay run.</p> <p>The standard GL can be configured to be reported at employee cost level and summarized at cost center level if so desired by the Customer, with the desired choice applied across all in-scope payrolls.</p> <p>The standard GL assumes that both a single financial management System (FMS) and a single global CoA is in place; if different, this needs to be raised by the Customer with the One View presales team to cost accordingly, as a Non-Standard Enhancement.</p> <p>The output file format is a comma separated variable (CSV) file which is the most commonly acceptable file for a FMS. Pay (or wage) elements from payroll system(s) generally have no meaning in a FMS, therefore UKG offers a standard capability to map these pay elements to the Customers nominal accounting codes.</p>
Integration (Off-the Shelf Approach)	<p>The order of columns within the GL can be configured by the Customer and the inclusion or exclusion of existing standard One View columns of data can be configured by the Customer. The GL is generated at the end of the payroll cycle and is available to download from One View by the Customer payroll team with the appropriate access levels.</p> <p>For all inbound interfaces where the Customer is responsible for delivery, it is assumed that the Customer will satisfy One View standard integration mechanisms and specifications. The HR record, organizational structure and salary information is included as standard.</p> <p>All integrations will be delivered via restFul APIs with pre-built connectors (HCM &amp; WFM) wherever possible. Additional APIs can be built for inbound data with the UKG General Inbound Adapter (GIA) where required.</p> <p>For all outbound interfaces where the Customer is responsible for delivery, it is assumed that the Customer will be able to build the extracts/interfaces themselves using the One View API connectors and integration framework. For all outbound interfaces where the Customer is responsible for delivery, it is assumed that the Customer will be able to build the extracts/interfaces themselves using the One View API connectors and integration framework.</p>
Non-Standard Enhancements	<p>Full integration specifications will be built out within the Integration Design Document (IDD) and signed off as part of project kick off.</p> <p>The following services may be provided by UKG as part of a Service Request, at an additional cost, the provision and pricing of which is to be determined solely by UKG:</p> <ol style="list-style-type: none"> <li>1. Further configuration and development UKG One View: <ol style="list-style-type: none"> <li>a. non-standard report design and configuration;</li> <li>b. user interface customisation including branding and dialect/language changes;</li> <li>c. Customized bank file, GL, payroll input/change file and other interface changes</li> <li>d. integration with HRM/HCM, workforce management or finance systems beyond one global standard or the integrated data points detailed in Payroll Inputs;</li> <li>e. pre-loading of historical data, such as gross-to-net results sets from prior years to support historical analytics.</li> <li>f. In-country services outside of the standard scope.</li> </ol> </li> <li>2. Customer meetings (phone or in-person) requested in addition to those set out herein or in the Services Description.</li> <li>3. Provision of UKG One View Payments in a country or jurisdiction where UKG's regulated third-party payment partner is unable to perform such Services. If an In-Country Partner (ICP) or other regulated third-party payments provider are able to</li> </ol>

UKG One View Managed Services Product Modules	Description
	perform the UKG One View Payments in such country or jurisdiction, then the Customer may be required to complete and execute certain forms during the Project which may include (without limitation) additional terms and conditions applicable to those Services.

UKG One View Payments Product Modules	Description
Global Payments and Funding Options	Schedule 1 of the Order will contain charges for all selected options. All country entities will be paid in local currency of the applicable payroll, unless otherwise agreed during the Requirements stage of the Project and set forth in the Order. Any exceptions to this will be documented in Schedule 1 of the Order. As part of the overall Welcome pack, a payments welcome pack is included within this and during the Welcome stage, there will be a payments/bank file workshop where this SOW and the payments welcome pack documentation will be referenced with regards to the chosen payment method in each country.

### 3. Launch Parameters

The following parameters support UKG's launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Go-Live Phases	<ul style="list-style-type: none"> <li>UKG will support the launch of Go Live for each Subscription Service set forth in the Order. Additional support for Go Lives, if needed, will require a separate Service Request.</li> <li>Launch will be completed in phases supporting a full rollout and single or multiple Go-Lives according to the scope of the project.</li> <li>The proposed phasing in the Order is based on multiple factors including (without limitation) headcount per country, restrictions on when a payroll provider in-country can be changed, and known country complexity.</li> <li>Launch services for each applicable Phase (Go Live of Countries) end when the agreed upon scope of services is delivered or a maximum of six (6) months after the Phase project kick-off date, whichever comes first. Additional services, if necessary to complete a Phase launch, will require a separate Service Request.</li> </ul>
Parallel Runs and Exit Criteria	<ul style="list-style-type: none"> <li>A maximum of two (2) parallel runs may be deployed, in UKG's sole discretion. In a successful parallel run, UKG identifies any discrepancies that may result from the execution of the parallel run if the inputs differ or produces the same result as the existing live payroll system based on the same inputs.</li> <li>UKG will perform an initial reconciliation identifying all differences. This can only be completed if the outputs of the outgoing provider are shared in UKG standard formats. Collaboration is required between UKG and the Customer to identify the root cause of the differences and to agree the appropriate actions (in line with parallel run scope).</li> <li>Recalculations (i.e. parallel re-runs) will be completed to address the following: <ul style="list-style-type: none"> <li>Any missing or incorrect calculations by One View;</li> <li>Differences in calculations used where the method used by the outgoing provider is agreed by the parties to be required.</li> </ul> </li> <li>Recalculations will not be completed to address the following: <ul style="list-style-type: none"> <li>Differences that occur due to payroll inputs not being submitted correctly or on time;</li> <li>Differences that occur due to an error in calculation by the outgoing partner;</li> <li>Differences that occur due to incorrect data provided for initial data migration.</li> </ul> </li> <li>Once the differences are explained and the exit criteria has been fulfilled, the YTD information will be updated 'so that the starting point for the next cycle is correct. Further reconciliation reports/matching exercises are not part of the standard parallel process.</li> <li>A parallel run is deemed successful if it meets the following exit criteria: <ul style="list-style-type: none"> <li>The Parties agree upon the parallel run outputs, which are provided via UKG One View based on the outlined parallel run scope.</li> <li>All parallel run differences have been identified and explained by UKG.</li> <li>All parallel run differences have been within acceptable tolerances.</li> <li>One View GL matches One View payroll outputs and is structured as per agreed GL design document.</li> </ul> </li> <li>There may be cases where UKG produces different, but more accurate results than the existing live</li> </ul>



Launch Item	Guidelines
Timeline and Pricing	<p>system. In these cases, UKG will have to be manually updated to bring it in line with the live system to ensure that all year-to-date figures reconcile at the point of go-live. In this instance, UKG will outline the approach to final reconciliation, and this activity is not part of the approval of the parallel run results.</p> <ul style="list-style-type: none"> <li>The Customer is responsible for any task that is not explicitly identified as UKG responsibility herein, including tasks with no assigned responsibility or tasks assigned to Customer third parties.</li> <li>Project timeline and pricing assumes the Customer will be utilizing the UKG required internet browsers and/or Customer user operating systems which UKG supports for the deployment of One View. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.</li> <li>Depending upon the preparation and engagement by the Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW.</li> <li>Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions.</li> <li>UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the functionality beyond what is provided by the delivered Subscription Service(s).</li> <li>Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required.</li> <li>UKG's quoted pricing does not include the Excluded Items set out in this SOW.</li> </ul>
Integrations, Customizations or Other Work	<ul style="list-style-type: none"> <li>In the event Customer requests additional UKG integrations not specified in this SOW or changes to the agreed upon integrations, a separate Service Request will be required if agreed by UKG.</li> <li>In the event Customer requests custom reports not specified in this SOW, a separate Service Request will be required if agreed by UKG.</li> <li>In the event Customer requests any work which is not explicitly described in the Order, this SOW, or the Services Descriptions, a separate Service Request will be required if agreed by UKG.</li> </ul>
Customer Tasks and Communication	<ul style="list-style-type: none"> <li>Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates.</li> <li>UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly.</li> <li>UKG will communicate with Customer's project executive/sponsor, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.</li> </ul>
Travel	<ul style="list-style-type: none"> <li>All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request.</li> <li>Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.</li> </ul>

#### 4. Roles, Responsibilities, and Deliverables

A successful launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary launch deliverables and acceptance criteria. As used below, "R" means Responsible; "A" means Accountable; "C" means Consulted; and "I" means Informed.

Stage	Reference	Deliverable	UKG	Customer
Welcome	D-IMM-006	One View Browser Certification Matrix	A	
	D-IMM-007	Welcome Pack Delivered	A	
	D-IMM-008	Customer Training Pack - Access to the One View Academy	A	
	D-IMM-013	User Accounts for access to One View Familiarization environment	A	D-IMM-013
	D-IMM-018	Initial Customer & Pay Group Setup	A,R,I,C	D-IMM-018

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Stage	Reference	Deliverable	UKG	Customer
	D-CUS-007	Customer Internal Launch	I	A,R
	D-CUS-010	Completion of Customer One View Academy Training	I	A,R
	D-CUS-011	Completion of Welcome Pack	I	A,R
	D-CUS-014	Provision of Payroll Year To Date 1/2 data in machine readable format	I	A,R
	D-CUS-017	Customer Change Management Initiated	I	A,R,I
	D-IMM-020	Stage Gate 1 Exit Approval	A,R,I	A,R
Welcome				
Requirements	D-IMM-021	Project Launch Meeting	A,R,I	R
	D-IMM-022	One View PPM tool access	A,R	I
	D-IMM-023	Detailed One View project plan	A,R	I
	D-IMM-014	One View Country Specific Payroll template	A	
	D-IMM-015	POA if relevant for in-scope Country	A	
	D-CUS-015	Completion of One View Country Specifications Payroll template	I	A,R
	D-CUS-016	Provision of POA if relevant for in-scope Country	I	A,R
	D-IMM-024	Initial Project Risk Assessment	A,R	R
	D-IMM-025	Release One View Customer Logins	A,R	I
	D-IMM-026	Technical Integration Workshop	A,R	R,I
	D-IMM-028	Platform & Engine (Corporate, Pay Groups, Pay Elements and Absence) Workshops	A,R	R,I
	D-IMM-029	General Ledger Workshop	A,R	R,I
	D-IMM-030	Payments Workshop	A,R	R,I
	D-IMM-031	Payroll Year to Date (YTD) Assessment	A,R	I
	D-IMM-032	Payroll YTD Provided to Partner	A,R	I
	D-IMM-012	Payroll YTD Data Requirements	A	
	D-IMM-034	Integration Design Document Issued	A,R	C,I
	D-IMM-035	General Ledger Design Document Issued	A,R,I	C,I
	D-IMM-036	Payments Design Document Issued	A,R	C,I
	D-IMM-037	Create Payroll Calendar v1	A,R	R,I
	D-IMM-038	Services Transition Planning	A,R,C	
	D-CUS-019	Project Plan Sign Off	R	A,R
	D-CUS-020	Country Data Download - Corporate and Person templates	C	A,R,I
	D-CUS-022	Integration Design Document Sign Off	C,I	A,R,I
Requirements				

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Stage	Reference	Deliverable	UKG	Customer
	D-CUS-023	General Ledger Design Document Sign Off	C,I	A,R,I
	D-CUS-024	Payments Design Document Sign Off	C,I	A,R,I
	D-CUS-025	Corporate Template Completion	C,I	A,R,I
	D-CUS-027	Pay Element Template Completion	C,I	A,R,I
	D-CUS-028	Absence Template Completion	C,I	A,R,I
	D-CUS-029	Approve Payroll Calendar v1	C,I	A,R,I
	D-CUS-030	Person (dynamic) Template	C,I	A,R,I
	D-IMM-043	Stage Gate 2 Exit Approval	A,R,I	A,R
	D-CUS-031			
	D-IMM-044	Platform & Engine Setup Complete	A,R,I	I
Build	D-IMM-040	HCM Adaptor Deployed	A,R,I	R
	D-IMM-042	HCM Adaptor Validation Complete	A,R,I	R
	D-IMM-045	In- Country Engine Setup Pack Issued	A,R,I	I
	D-IMM-046	In-Country Partner Engine Setup Complete	A,R,I	I
	D-IMM-047	General Ledger Setup Complete	A,R,I	I
	D-IMM-048	Payments Setup and Validation Complete	A,R,I	I
	D-IMM-049	Payroll Operations Readiness 1/2	A,R	I
	D-IMM-050	Setup Customer on One View Service Desk - service management	A,R	I
	D-CUS-035	HCM Data Assessment	C,I	A,R,I
	D-CUS-036	Load Non-HCM Data	C,I	A,R,I
	D-IMM-059	People Data Provided to In-Country Partner	A,R,I	I
	D-IMM-060	People Data Setup Complete in In-Country Engine	A,R,I	I
	D-IMM-061	Production General Ledger Activation Complete	A,R,I	I
	D-IMM-052	Stage Gate 3 Exit Approval	A,R,I	A,R
	D-CUS-037			
	D-IMM-053	One View Playback Session	A,R,I,C	I
Test	D-IMM-062	Payroll Operations Readiness 2/2	A,R,I	I
	D-IMM-055	Request Funds for Test Payments	A,R,I	I
	D-IMM-056	Release Test Payments	A,R,I	I
	D-CUS-038	Provide Funds for Test Payments	I	A,R
	D-CUS-039	Validate Test Payments	I	A,R,I
	D-CUS-040	Business Process Validation	C,I	A,R,I
	D-IMM-054	Test General Ledger provided	A,R,I	I
	D-CUS-041	Validate Test General Ledger	I	A,R,I
	D-CUS-042	People Data Readiness	C,I	A,R,I
	D-CUS-043	Payroll YTD History 2/2 Payroll Engine	I	A,R
	D-IMM-066	Process Payroll	A,R,I,C	I
	D-IMM-067	PPR Reconciliation / Validation	A,R,I,C	I

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Stage	Reference	Deliverable	UKG	Customer
	D-IMM-068	Provide Payroll Outputs	A,R,I	I
	D-IMM-069	Provide General Ledger	A,R,I	I
	D-IMM-070	Payroll Calendar v2	A,R	R,I
	D-CUS-044	Submit Changes for PPR Run	I	A,R
	D-CUS-046	Provide Payroll Results for PPR Run Cycle from Active Payroll Process	I	A,R
	D-CUS-047	Sign off of Parallel Payroll Run	I	A,R,I
	D-CUS-048	Sign off of General Ledger	I	A,R,I
	D-IMM-071	Pre Go-Live Review	A,R,I	A,R,I
	D-CUS-049	Approve Payroll Calendar v2		A,R,I
	D-IMM-072 D-CUS-050	Go-Live Decision	A,R,I	A,R,I
	D-IMM-074 D-CUS-051	Stage Gate 4 Exit Approval	A,R,I	A,R
Go Live	D-IMM-075	Complete Statutory Enablement	A,R,I	I
	D-IMM-076	Execute a Live Payroll	A,R,I	I
	D-IMM-077	Release One View Employee Logins	A,R,I	I
	D-IMM-078	Complete Transition from Implementation to Post Live	A,R	I
	D-CUS-052	Live Payroll Reconciliation / Validation	C	A,R
	D-CUS-053	Sign off of first Live Payroll Run	I	A,R,I
	D-CUS-054	One View Login Communication to Employees	I	A,R
Project Phase Closure	D-IMM-079 D-CUS-055	Post Go-Live Open Action Review	A,R	R
	D-IMM-080 D-CUS-056	Lessons Learned Workshop	A,R	R
	D-IMM-081 D-CUS-057	Phase Completion Sign Off	A,R,I	A,R,I

## 5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the launch associated with the Subscription Service(s) purchased. UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
UKG One View Sponsor	<ul style="list-style-type: none"> <li>Act as UKG project sponsor responsible to gain commitment for all project resources</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks</li> <li>Develop and manage project schedule. Communicate overall project status and provide project reporting</li> </ul>

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UKG Resource	Key Responsibilities
	<ul style="list-style-type: none"> <li>Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.</li> </ul>
Payroll Solution Consultants	<ul style="list-style-type: none"> <li>Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of global and in-country requirements.</li> </ul>
Payments Specialist	<ul style="list-style-type: none"> <li>Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of payments solution.</li> </ul>

The Customer will provide resources and subject matter experts (SMEs) as described below or as otherwise mutually agreed to in the project plan based upon the Subscription Service(s) purchased.

Customer Resource	Duties & Responsibilities
Project Executive or Sponsor (Responsible Person)	<ul style="list-style-type: none"> <li>Ultimate responsibility for the successful delivery of the project</li> <li>Oversee business case</li> <li>Monitor and control the project at a strategic level</li> <li>Support as a point of escalation for project issues</li> <li>Ensure that proposed changes to scope, cost, or timescale are checked for possible effects on the business case</li> <li>Brief corporate management about project progress</li> <li>Organize and chair Project Board meetings</li> <li>Ensure that the projected benefits have been realized by holding a post project review and forwarding the results of the review to the appropriate stakeholders</li> <li>Sign off on project stage gates</li> <li>Sign off of change controls</li> <li>Authorize project closure</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Project plan for the Customer work on which this project is dependent</li> <li>Responsibility for ensuring all tasks and deliverables within the project plan that are assigned to the Customer are supplied on time</li> <li>Communication of internal dependencies to UKG Project Manager for project timescales</li> <li>Management and delivery of internal Customer dependencies</li> <li>Coordination of the Customer resources involved in project</li> <li>Delivery of the Customer work on which this project is dependent</li> <li>Reporting internal challenges and delays to UKG</li> <li>Project Manager in an upfront and transparent manner</li> <li>Ensure that all issues submitted are resolved to the satisfaction of all project stakeholders using agreed project issues log</li> <li>Escalation of issues that could impact project delivery (e.g. internal resourcing)</li> <li>Plans, designs, and manages change management for the One View solution and services roll out</li> </ul>
Global Payroll Manager	<ul style="list-style-type: none"> <li>Involved in all elements of the One View Launch and become the resident subject matter expert on One View</li> <li>Acts as point person in the adoption of the One View payroll service within the Customer</li> <li>Provides direction to the local / regional payroll managers through the Launch process</li> <li>Attends all One View training courses to seek understanding of data to be extracted</li> <li>Provides all current Customer payroll practices and information to One View Launch team</li> <li>Data migration preparation, extraction, validation and provision to One View Launch Team</li> <li>Provision of inputs for parallel running</li> <li>Approval of One View parallel run outputs/results</li> <li>Take ownership and control of the One View academy for the Customer</li> <li>Design any Customer specific course materials and other documents such as handouts, end user manuals, and exercises</li> </ul>
Finance Specialist	<ul style="list-style-type: none"> <li>Provision and explanation of organizations global chart of accounts</li> <li>Outline GL structures and hierarchy's</li> <li>Advise on nominal debit and credit string combinations and account codes</li> <li>Internal Customer approval and sign off of One View GL build</li> </ul>

Customer Resource	Duties & Responsibilities
Technical Architect	<ul style="list-style-type: none"> <li>Document technical specifications of existing integrations</li> <li>Attend Integration requirements workshop</li> <li>Put together technical specifications for integrations to One View system</li> <li>Build and business acceptance testing of integrations on the Customer side</li> </ul>
Local Country / Regional Payroll Manager(s)	<ul style="list-style-type: none"> <li>Execution of Global Payroll Manager duties as delegated by Global Payroll Manager per country / region</li> </ul>

## 6. Professional Services and Subscription Service Assumptions

The following Subscription Service and Professional Service assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Subscription Services (If Purchasing)	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Provide training prior to project commencement to the necessary users in the form of online learning. A further playback training session on the One View solution to the Customer project and operational teams as part of the Launch efforts is conducted prior to moving into the Test stage of the project.</li> <li>The Customer is responsible for any additional training, including training of employees in viewing of their payslips via One View.</li> </ul>
UKG One View Managed Services	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Lead Customer through a multi-country deployment of UKG One View Managed Services for the countries set forth in the Order</li> <li>Supplement the baseline standard configuration in accordance with Customer-specific requirements</li> <li>Setup and build a standard General Ledger specification as agreed with the Customer during Requirements stage. <b>NOTE:</b> This does not include or apply to any non-standard enhancements.</li> <li>Establish Single Sign On (SSO) login protocols (if applicable)</li> <li>Support Customer's company data and/or employee data migration via one (1) of the following methods: <ul style="list-style-type: none"> <li>HCM synchronization</li> <li>One View template population</li> <li>One View UI entry</li> </ul> </li> <li>Support Customer's data load and the successful syncing of live data</li> <li>Perform testing and readiness on agreed payment &amp; funding methods per country entity pay group</li> <li>Perform and support parallel running of payrolls to successful sign off and conclusion to move to go live status</li> <li>Provide cut-over support for the first full cycle of live operation</li> </ul>

## 7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic service request.

The following excluded items are considered out of scope and will require a service request ("Excluded Items"):

- Changes in the scope or effort;
- Changes in the number or type of deliverables to meet the defined scope of effort;
- Changes to the Statement of In-Country Services (as set forth in the Order);
- Changes to the payments solution (as set forth in the Order);
- Changes to the project resource requirements;
- Changes to the Launch duration;
- Changes to the Go-Live Dates in the Order;
- Requests for "non-standard enhancements" described in this SOW;
- Requests for non-standard integrations, further customizations or work not specific in this SOW, the Order or Services

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UKG will estimate the time and costs needed to implement the change and its impact on the project's delivery. UKG will perform the requested work once the service request has been completed and signed by the Customer.

## 8. Communication

The following tables will detail the (i) communication plan and (ii) project communication documents to be used during Launch.

### i. Communication Plan

Forum / Meeting	Purpose	Attendees	Frequency	Medium
One View Project Steering Board	Review Project updates, make key decisions, unblock issues, approve changes	The Customer and UKG Executive Sponsors, Project Manager as required	Monthly	Online Meeting / Call
Project Team Meeting	Project updates, Project streams, IT review, action tracking/knowledge sharing	The Customer and One View Project Manager, Solution Architect, Collaborators as optional invites	Weekly	Online Meeting/Call
The Customer Project Team Meeting	Internal meeting to ensure tasks and project activities are on track	The Customer Project Team	Weekly	Customer defined
Technical Forum (including issue tracking)	Technical environment review	Solution Architect, Project Managers	Weekly	Online Meeting/Call



**Exhibit “E” UKG Statements of Work**  
**UKG Pro Pay and People Center Statement of Work**

Exhibit "E" UKG Statements of Work  
UKG Pro Pay and People Center Statement of Work

**UKG Pro Pay and People Center Statement of Work**  
(Includes UKG Pro Workforce Management and other UKG Subscription Services, if purchased)

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. The scope of services described herein are fixed price and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of work.

## 1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

## 2. Subscription Service(s) in Scope

The following Subscription Services, if purchased, are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

Subscription Service	Go Live Phase
UKG Pro Pay and People Center	Phase 1
UKG Pro Benefits Hub	Phase 1
UKG Pro Benefits Administration	Phase 1
UKG Pro Workforce Management (Timekeeping and Accruals)	Phase 1
UKG Pro Scheduling	Phase 1
UKG Pro Absence - Leave	Phase 1
UKG Pro Talk or UKG Pro WFM Talk	Phase 1
UKG Pro Document Manager	Phase 2
UKG Pro People Assist	Phase 2
UKG Pro Talent Acquisition (Recruiting and Onboarding)	Phase 2
UKG Pro Performance and Coaching (Performance Reviews, Succession, Coaching and Development)	Phase 2
UKG Pro Compensation	Phase 2
UKG Pro Learning	Phase 2
UKG Pro Employee Voice or UKG Pro WFM Employee Voice	Phase 2
UKG Pro People Analytics with WFM Data	Phase 2
UKG Pro Workforce Management Analytics	Phase 2
UKG Pro Absence - Attendance	Phase 2
UKG Great Place to Work Hub	Phase 2

## 3. Launch Parameters

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Completion	<ul style="list-style-type: none"><li>UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order.</li></ul> Full Suite Launch:

Launch Item	Guidelines
	<ul style="list-style-type: none"> <li>The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Pay and People Center and/or UKG Pro Workforce Management is four (4) months from project kick-off.</li> <li>Kick-off for the Phase 2 Launch, if applicable, will be scheduled within one (1) month of the Phase 1 Launch Go Live. The typical Phase 2 Launch duration is one to three (1-3) months from Phase 2 kick-off depending upon specific Subscription Service(s) purchased.</li> <li>Launch services for each phase end when the scope of services is completed or expire six (6) months after phase kick-off, whichever comes first.</li> </ul> <p>Additional Subscription Service(s) Launch:</p> <ul style="list-style-type: none"> <li>The typical Launch duration for Customers purchasing additional UKG Subscription Services is one to three (1-3) months from project kick-off depending upon specific Subscription Service(s) purchased.</li> <li>Launch services end when the scope of services is completed or expire six (6) months after the project kick-off, whichever comes first.</li> </ul>
Launch Pricing	<ul style="list-style-type: none"> <li>Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration(s) specified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order.</li> <li>Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.</li> <li>Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.</li> </ul>
Work Hours	<ul style="list-style-type: none"> <li>UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone.</li> <li>Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.</li> </ul>
Global Employees	<ul style="list-style-type: none"> <li>The term "Global Employees" applies to employees based outside of the US and Canada</li> <li>Support for Global Employees is limited to services specifically identified under the Professional Services and Subscription Service(s) Assumptions section of this SOW. Unless specified, no other Subscription Service support for Global Employees will be provided under this SOW.</li> <li>UKG Professional Services will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.</li> </ul>
Customer Tasks and Communication	<ul style="list-style-type: none"> <li>Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates.</li> <li>UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly.</li> <li>Customer's project manager is the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.</li> </ul>
Travel and Access	<ul style="list-style-type: none"> <li>All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request order.</li> <li>Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.).</li> <li>Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.</li> </ul>



#### 4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome	<ul style="list-style-type: none"> <li>Review Statement of Work (SOW), contract documents and resource assignments with Customer</li> <li>Facilitate and participate in the kick-off meeting</li> <li>Assist in defining Customer resources and training plan as part of the project plan</li> <li>Provide Customer access to the Subscription Service(s)</li> </ul>	<ul style="list-style-type: none"> <li>Validate Statement of Work (SOW), contract documents and resource assignments</li> <li>Share project goals/success criteria with UKG project team</li> <li>Participate in the kick-off meeting</li> <li>Ensure key project resources attend recommended training course(s) throughout implementation</li> </ul>	<ul style="list-style-type: none"> <li>Statement of Work (SOW) and contract documents reviewed and align with those received with the Order</li> <li>Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team</li> <li>Access to the UKG Subscription Service(s) in the Order</li> </ul>
Requirements	<ul style="list-style-type: none"> <li>Lead requirements workshop(s) to aid Customer in gathering business requirements</li> <li>Conduct workshops to define testing strategy</li> <li>Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations</li> <li>Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan</li> </ul>	<ul style="list-style-type: none"> <li>Participate in requirements and testing strategy workshops</li> <li>Gather policy/procedure documentation and business use cases to complete data collection process</li> <li>Describe expected solution, business process(es), and business rules for all employee groups in scope</li> <li>Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines</li> <li>Participate in the documentation of project assumptions, risks, and configuration needs</li> </ul>	<ul style="list-style-type: none"> <li>Requirements workshop(s) delivered enabling the data collection process</li> <li>Testing strategy workshop(s) delivered supporting testing strategy definition</li> <li>Document detailing project assumptions, risks, and configuration needs jointly produced</li> <li>Project scope document delivered detailing results of the requirements phase</li> <li>Updated project plan delivered detailing activities and primary milestones of the project</li> </ul>
Build	<ul style="list-style-type: none"> <li>Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration</li> <li>Share data mapping process and field specifications with Customer</li> <li>Configure interfaces as defined in this document</li> <li>Supply technical support for UKG network infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration</li> <li>Provide data translations and field mapping defaults for all required fields</li> <li>Supply technical support for system integration/data conversion, system networking and any Customer hardware</li> <li>Review configuration and agree to proceed to Test phase</li> </ul>	<ul style="list-style-type: none"> <li>Unit testing completed and configuration validated for Subscription Service(s)</li> <li>Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields</li> <li>Interfaces are configured and align with those defined in the SOW</li> </ul>
Test	<ul style="list-style-type: none"> <li>Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy</li> <li>Resolve Customer-reported defects</li> </ul>	<ul style="list-style-type: none"> <li>Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy</li> <li>Report and retest identified defects</li> </ul>	<ul style="list-style-type: none"> <li>User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received</li> </ul>
Go Live	<ul style="list-style-type: none"> <li>Provide production support and post-live support for transition to UKG's Support Services team</li> </ul>	<ul style="list-style-type: none"> <li>Execute manager and end-user training</li> <li>Validate Subscription Service(s) and mutually agree to proceed with Go Live</li> </ul>	<ul style="list-style-type: none"> <li>First live date has been achieved</li> </ul>

## 5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	<ul style="list-style-type: none"> <li>Act as UKG project sponsor responsible to gain commitment for all project resources</li> <li>Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Develop and manage project schedule. Communicate overall project status and provide project reporting.</li> <li>Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.</li> </ul>
Integration Consultant	<ul style="list-style-type: none"> <li>Create and deliver all in-scope integrations</li> <li>Work together with Customer and 3<sup>rd</sup>-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services</li> </ul>
User Adoption Consultant	<ul style="list-style-type: none"> <li>Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management</li> </ul>
Data Conversion Consultant	<ul style="list-style-type: none"> <li>Responsible for successful migration of source data provided by Customer</li> </ul>
HR/Payroll Consultant	<ul style="list-style-type: none"> <li>Primary point of contact for HR and payroll Subscription Services configuration life cycle per the Launch methodology</li> </ul>
Payment Services Subject Matter Expert	<ul style="list-style-type: none"> <li>Primary point of contact for payment services related activities</li> </ul>
Benefit Consultant	<ul style="list-style-type: none"> <li>Primary point of contact for benefit Subscription Services configuration life cycle per the Launch methodology</li> </ul>
Talent/Compensation Consultant	<ul style="list-style-type: none"> <li>Primary point of contact for talent and compensation Subscription Services configuration life cycle per the Launch methodology</li> </ul>
Document Manager and People Assist Consultant	<ul style="list-style-type: none"> <li>Primary point of contact for document manager and people assist Subscription Services configuration life cycle per the Launch methodology</li> </ul>
Workforce Management Consultant	<ul style="list-style-type: none"> <li>Primary point of contact for workforce management Subscription Services configuration life cycle per the Launch methodology</li> </ul>
Scheduling Consultant	<ul style="list-style-type: none"> <li>Primary point of contact for scheduling Subscription Services configuration life cycle per the Launch methodology</li> </ul>

Customer Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> <li>Act as Customer project sponsor responsible to gain commitment for all project resources</li> <li>Provide executive-level support to the project team</li> <li>Ensure the needs of the project team are well represented and met by the steering committee</li> </ul>
Project Manager/Lead	<ul style="list-style-type: none"> <li>Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks</li> <li>Communicate overall project status and provide project reporting to Customer steering committee if applicable</li> <li>Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution</li> <li>Channel the team's activities toward Subscription Service(s) configuration and executing the project</li> </ul>



Customer Resource	Key Responsibilities
Education and Change Management Resource	<ul style="list-style-type: none"> <li>Act as Customer's primary resource and designated decision maker for end user training and change management</li> </ul>
System Administrator	<ul style="list-style-type: none"> <li>Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge</li> </ul>
Technical Resource	<ul style="list-style-type: none"> <li>Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable</li> </ul>
HR Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary HR representative and designated decision maker</li> </ul>
Payroll Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary payroll representative and designated decision maker</li> </ul>
Benefits Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary benefits representative and designated decision maker</li> </ul>
Talent Acquisition Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary talent acquisition representative and designated decision maker</li> </ul>
Talent Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary talent, learning, and compensation representative and designated decision maker</li> </ul>
Document and Case Management Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary document and case management representative and designated decision maker</li> </ul>
Workforce Management Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary workforce management representative and designated decision maker</li> </ul>
Scheduling Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary scheduling representative and designated decision maker</li> </ul>
Other Subject Matter Experts	<ul style="list-style-type: none"> <li>Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area</li> </ul>

## 6. Professional Services and Subscription Service Assumptions

The following Subscription Service and Professional Service assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage.</li> <li>Provide access to learning resources like job aids and videos for end users, superusers and administrators.</li> <li>Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.</li> </ul>
User Adoption – Empower	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Conduct a communications and user training planning workshop</li> <li>Conduct a train the trainer consulting workshop</li> <li>Provide a role-based user matrix</li> <li>Provide access to the preparing for change dashboard</li> <li>Provide adaptable communications and user training plans</li> <li>Provide train the trainer materials including manager course presentation (.ppt) and participant guide (.doc), standard hands-on practice exercises with the most common manager tasks, employee job aids (.html)</li> </ul>

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Provide an overview of the UAT process, including testing tools and the approach to be used for issue management</li> <li>Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business</li> </ul>



Professional Testing Services	Assumptions
	<ul style="list-style-type: none"> <li>• Offer consultation and provide issue support during the testing phase</li> <li>• Secure final confirmation from the Customer to validate system readiness prior to Go Live</li> </ul>
Subscription Services (If Purchasing)	Assumptions
UKG Pro Pay and People Center	<p>UKG will provide the following Pro Pay and People Center data conversion services:</p> <ul style="list-style-type: none"> <li>• Review of Customer-provided source data to ensure suitability for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.</li> <li>• Convert data from one (1) source system (additional sources may be used for conversion; however additional fees may apply)</li> <li>• Convert the employee Masterfile/People Data one (1) time. This includes the most recent record for: active employees and employees terminated up to 7 years prior to the scheduled go-live date.</li> <li>• Convert current year Payroll Balances up to two (2) times, for W2 reporting.</li> <li>• Convert Contacts, Dependents and Beneficiaries one (1) time (if required).</li> <li>• No additional data or history is included.</li> </ul> <p>UKG will provide the following Pro Pay and People Center integration services at payroll Go Live:</p> <ul style="list-style-type: none"> <li>• One (1) Customer-specific flat-file for banking (ACH and positive pay)</li> <li>• One (1) general ledger data export</li> </ul> <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.</li> </ul> <p>UKG will provide Customer with a web-based import tool to support the following:</p> <ul style="list-style-type: none"> <li>• Facilitate a standard process for importing employee demographic data from a third-party system into UKG Pro Pay and People Center</li> <li>• Manage the processing of transactional updates generated from the third-party system</li> <li>• Read and consume Customer-generated transaction files and run them through UKG Pro processes on a predetermined schedule or on-demand as needed.</li> </ul> <p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide source files for the UKG Pro Import Tool in the standard format specified by UKG (transactions should only be sent on their effective date and file must include changes only and one (1) record per transaction type per employee)</li> </ul> <p>UKG will provide limited Pro Pay and People Center support for Global Employees in up to ten (10) countries outside of the US and Canada. If support is needed to configure more countries, additional fees may apply. This quote assumes that Customer will use the delivered global payroll export.</p>
UKG Pro Benefits Hub	<p>UKG will:</p> <ul style="list-style-type: none"> <li>• Perform an analysis of Customer's benefit and carrier requirements</li> <li>• Configure the subscription service to include the following: <ul style="list-style-type: none"> <li>◦ Benefit period, benefit policies, and benefit policy products</li> <li>◦ Carrier, carrier contracts, and carrier contract products</li> <li>◦ Associated rules and triggers</li> </ul> </li> <li>• Create EDI integration flat file(s) for transmission to third-party carriers: <ul style="list-style-type: none"> <li>◦ Up to three (3) total files created during Launch as standard</li> <li>◦ Up to five (5) total files created during Launch if Order also includes UKG Pro Premium Benefit Services</li> </ul> </li> </ul>
UKG Pro Benefits Administration	<p>UKG will:</p> <ul style="list-style-type: none"> <li>• Perform an analysis of Customer's benefit requirements</li> <li>• Configure the Customer's health and welfare benefits through the UKG Pro Benefits Administration Subscription Service</li> <li>• Configure UKG Pro Benefit Administration events, including new hire, life events, automated process events, and open enrollment if applicable</li> </ul>
UKG Pro Workforce	UKG will configure:

Subscription Services (If Purchasing)	Assumptions
Management	<ul style="list-style-type: none"> <li>Up to five (5) union CBAs (collective bargaining agreements)</li> <li>Up to twenty-five (25) employee pay rules (e.g., grouping of overtime, shift premiums, holiday zones, etc.)</li> <li>Up to five (5) user personas (e.g., administrator, manager, employee profile)</li> <li>Up to twenty (20) accrual policies. UKG Pro Workforce Management becomes the system of record for accruals.</li> <li>Up to seven (7) standard attestation workflows</li> <li>Payroll based journal export (if applicable)</li> <li>Includes up to (3) one-way flat-file integrations</li> </ul> <p>UKG will configure the following predefined exception-based time and paid time off (PTO) scope to track in/out punch data and PTO for Global Employees:</p> <ul style="list-style-type: none"> <li>One (1) non-calculating pay rule and work rule</li> <li>Five (5) non-calculating PTO buckets with ability to decrement</li> <li>Predefined Global Personas for managers and employees</li> <li>Time Export via standard Dataview or report</li> </ul> <p>Note: the predefined scope does not include the ability to automatically calculate time and/or time off accruals based on localized country-specific pay rules, accrual rates, or carryover policies.</p> <p>UKG will:</p> <ul style="list-style-type: none"> <li>Support and enable Customer to configure and administer the Subscription Service through a combination of remote working sessions and Customer assignments <ul style="list-style-type: none"> <li>Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability</li> </ul> </li> </ul>
UKG Pro Talk	<ul style="list-style-type: none"> <li>Monitor configuration and testing activity completion to determine when Subscription Service is ready for production use</li> <li>Provide thirty (30) days of production support prior to transitioning Customer to UKG Support</li> </ul> <p>Customer will:</p> <ul style="list-style-type: none"> <li>Participate in working sessions and complete assigned configuration and testing activities</li> </ul> <p>UKG will configure the predefined scope:</p> <ul style="list-style-type: none"> <li>Up to ten (10) scheduling groups (schedule for a defined set of employees based on common tasks, skills, census, department, or other qualifiers like a paper schedule)</li> <li>Employee Self Service for Open Shift, Swap Shift, and Request to Cover</li> <li>One (1) Schedule Template</li> <li>One (1) Pro Skills/Certification Import with three (3) Employee Schedule Rule Sets</li> <li>One (1) Call List</li> <li>Two (2) School Calendars</li> </ul>
UKG Pro Scheduling	<p>UKG will configure:</p> <ul style="list-style-type: none"> <li>Federal leave policies</li> <li>Up to two (2) state leave group(s)</li> </ul> <p>UKG will provide the following predefined functionality:</p> <ul style="list-style-type: none"> <li>Employee folder structure</li> <li>HR roles mapped with UKG Pro People Center HR roles</li> <li>UKG Pro People Center HR data (Employee, Organization and HR User)</li> <li>Enablement of advanced document generation feature</li> <li>Logo of Customer to UKG Pro Document Manger site</li> </ul> <p>Customer will:</p> <ul style="list-style-type: none"> <li>Document migration from legacy provider to UKG Pro</li> </ul>
UKG Pro Absence - Leave	<p>UKG will provide the following predefined functionality:</p> <ul style="list-style-type: none"> <li>Form &amp; workflow configuration</li> <li>HR Roles mapped with UKG Pro People Center HR roles</li> <li>Process automation and template configuration</li> <li>UKG Pro People Center HR data (Employee, Organization and HR User)</li> <li>Logo of Customer applied to UKG Pro People Assist site</li> </ul> <p>Customer will:</p>
UKG Pro Document Manager	<p>Customer will:</p>
UKG Pro People Assist	

Subscription Services (If Purchasing)	Assumptions
	<ul style="list-style-type: none"> <li>Create knowledge base articles in its Subscription Service platform</li> </ul>
UKG Pro People Analytics with WFM Data	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Deliver People Analytics with WFM Data enabling the Customer to report on Pro data and summarized Dimensions data side by side using UKG Pro Cognos (this will be deployed directly in production tenant)</li> <li>Deploy and configure a package in Pro Cognos to access summarized Dimensions data</li> <li>Provide detailed documentation including data dictionary</li> <li>Session with customer to review Data Hub Configuration Portal</li> <li>Support setting up Cognos Roles</li> </ul>
UKG Pro Workforce Management Analytics	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Deploy an industry best practice dataview and reports package, which leverages standard KPIs available in UKG Dimensions</li> <li>Deploy Auditor dashboard and drill through dataviews</li> <li>Load pay code mappings required to configure the standard KPIs</li> <li>Deliver value assessment using client data to highlight results and opportunities for improvement</li> </ul>
UKG Pro Absence - Attendance	<p>UKG will configure:</p> <ul style="list-style-type: none"> <li>Up to four (4) attendance policies. Note that complex attendance business policies may require two (2) or more attendance policies to fully implement. The in-scope policies apply to business policies.</li> </ul>
UKG Pro Talent Acquisition*	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments <ul style="list-style-type: none"> <li>Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement.</li> </ul> </li> <li>Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use</li> <li>Provide thirty (30) days of production support prior to transitioning Customer to UKG Support</li> </ul>
UKG Pro Learning**	<p>Customer will:</p> <ul style="list-style-type: none"> <li>As a prerequisite, be live on UKG Pro People Center and actively maintaining both organization structure and employee data</li> <li>Participate in working sessions and complete assigned configuration and testing activities</li> </ul>
UKG Pro Compensation	
UKG Pro Performance and Coaching	
UKG Pro Employee Voice or UKG Pro WFM Employee Voice	<p><b>Note:</b> Data conversion services are not included and are quoted via Service Request if required. Customer should let their UKG project manager know if interested in obtaining these services.</p> <p>*Data conversion, if obtained for UKG Pro Talent Acquisition, must be completed prior to Go Live.</p> <p>**Data conversion and course content services for UKG Pro Learning can be purchased from certified UKG Marketplace partner, Skoox</p>
UKG Great Place to Work Hub	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Establish an interface between UKG Pro and the Great Place to Work platform</li> <li>Convert up to twelve (12) months of job history if applicable</li> <li>Support Customer in configuring the Subscription Service</li> </ul>

## 7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a Service Request:

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements



- Changes to the Launch duration

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

**Exhibit “E” UKG Statements of Work**  
**UKG Pro Workforce Management Statement of Work**

Exhibit "E" UKG Statements of Work  
UKG Pro Workforce Management Statement of Work

**UKG Pro Workforce Management Statement of Work**

(Includes other UKG Subscription Services, if purchased, excluding UKG Pro Pay and People Center)

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. The scope of services described herein are fixed price and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of work.

## 1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

## 2. Subscription Service(s) in Scope

The following Subscription Services, if purchased, are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

Subscription Service	Go Live Phase
UKG Pro Workforce Management (Timekeeping and Accruals)	Phase 1
UKG Pro Scheduling	Phase 1
UKG Pro Absence - Leave	Phase 1
UKG Pro WFM Talk	Phase 1
UKG Pro Workforce Management Analytics	Phase 2
UKG Pro Absence - Attendance	Phase 2
UKG Pro WFM Employee Voice	Phase 2

## 3. Launch Parameters

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Completion	<ul style="list-style-type: none"><li>UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order.</li></ul> <p>Full Suite Launch:</p> <ul style="list-style-type: none"><li>The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Workforce Management is four (4) months from project kick-off.</li><li>Kick-off for the Phase 2 Launch, if applicable, will be scheduled within one (1) month of the Phase 1 Launch Go Live. The typical Phase 2 Launch duration is one to three (1-3) months from Phase 2 kick-off depending upon specific Subscription Service(s) purchased.</li><li>Launch services for each phase end when the scope of services is completed or expire six (6) months after phase kick-off, whichever comes first.</li></ul> <p>Additional Subscription Service(s) Launch:</p> <ul style="list-style-type: none"><li>The typical Launch duration for Customers purchasing additional UKG Subscription Services is one to three (1-3) months from project kick-off depending upon specific Subscription Service(s) purchased.</li></ul>



Launch Item	Guidelines
Launch Pricing	<ul style="list-style-type: none"> <li>Launch services end when the scope of services is completed or expire six (6) months after the project kick-off, whichever comes first.</li> <li>Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration(s) specified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order.</li> <li>Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.</li> <li>Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.</li> </ul>
Work Hours	<ul style="list-style-type: none"> <li>UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone.</li> <li>Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.</li> </ul>
Global Employees	<ul style="list-style-type: none"> <li>The term "Global Employees" applies to employees based outside of the US and Canada</li> <li>Support for Global Employees is limited to services specifically identified under the Professional Services and Subscription Service(s) Assumptions section of this SOW. Unless specified, no other Subscription Service support for Global Employees will be provided under this SOW.</li> <li>UKG Professional Services will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.</li> </ul>
Customer Tasks and Communication	<ul style="list-style-type: none"> <li>Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates.</li> <li>UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly.</li> <li>Customer's project manager is the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.</li> </ul>
Travel and Access	<ul style="list-style-type: none"> <li>All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request order.</li> <li>Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PAnywhere, etc.).</li> <li>Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.</li> </ul>

#### 4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome	<ul style="list-style-type: none"> <li>Review Statement of Work (SOW), contract documents and resource assignments with Customer</li> <li>Facilitate and participate in the kick-off meeting</li> <li>Assist in defining Customer resources and training plan as part of the project plan</li> <li>Provide Customer access to the Subscription Service(s)</li> </ul>	<ul style="list-style-type: none"> <li>Validate Statement of Work (SOW), contract documents and resource assignments</li> <li>Share project goals/success criteria with UKG project team</li> <li>Participate in the kick-off meeting</li> <li>Ensure key project resources attend recommended training course(s) throughout implementation</li> </ul>	<ul style="list-style-type: none"> <li>Statement of Work (SOW) and contract documents reviewed and align with those received with the Order</li> <li>Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team</li> <li>Access to the UKG Subscription Service(s) in the Order</li> </ul>
Requirements	<ul style="list-style-type: none"> <li>Lead requirements workshop(s) to aid Customer in gathering business requirements</li> <li>Conduct workshops to define testing strategy</li> <li>Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations</li> <li>Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan</li> </ul>	<ul style="list-style-type: none"> <li>Participate in requirements and testing strategy workshops</li> <li>Gather policy/procedure documentation and business use cases to complete data collection process</li> <li>Describe expected solution, business process(es), and business rules for all employee groups in scope</li> <li>Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines</li> <li>Participate in the documentation of project assumptions, risks, and configuration needs</li> </ul>	<ul style="list-style-type: none"> <li>Requirements workshop(s) delivered enabling the data collection process</li> <li>Testing strategy workshop(s) delivered supporting testing strategy definition</li> <li>Document detailing project assumptions, risks, and configuration needs jointly produced</li> <li>Project scope document delivered detailing results of the requirements phase</li> <li>Updated project plan delivered detailing activities and primary milestones of the project</li> </ul>
Build	<ul style="list-style-type: none"> <li>Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration</li> <li>Share data mapping process and field specifications with Customer</li> <li>Configure interfaces as defined in this document</li> <li>Supply technical support for UKG network infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration</li> <li>Provide data translations and field mapping defaults for all required fields</li> <li>Supply technical support for system integration/data conversion, system networking and any Customer hardware</li> <li>Review configuration and agree to proceed to Test phase</li> </ul>	<ul style="list-style-type: none"> <li>Unit testing completed and configuration validated for Subscription Service(s)</li> <li>Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields</li> <li>Interfaces are configured and align with those defined in the SOW</li> </ul>
Test	<ul style="list-style-type: none"> <li>Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy</li> <li>Resolve Customer-reported defects</li> </ul>	<ul style="list-style-type: none"> <li>Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy</li> <li>Report and retest identified defects</li> </ul>	<ul style="list-style-type: none"> <li>User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received</li> </ul>
Go Live	<ul style="list-style-type: none"> <li>Provide production support and post-live support for transition to UKG's Support Services team</li> </ul>	<ul style="list-style-type: none"> <li>Execute manager and end-user training</li> <li>Validate Subscription Service(s) and mutually agree to proceed with Go Live</li> </ul>	<ul style="list-style-type: none"> <li>First live date has been achieved</li> </ul>



## 5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	<ul style="list-style-type: none"> <li>Act as UKG project sponsor responsible to gain commitment for all project resources</li> <li>Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Develop and manage project schedule. Communicate overall project status and provide project reporting.</li> <li>Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.</li> </ul>
Integration Consultant	<ul style="list-style-type: none"> <li>Create and deliver all in-scope integrations</li> <li>Work together with Customer and third-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services</li> </ul>
User Adoption Consultant	<ul style="list-style-type: none"> <li>Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management</li> </ul>
Workforce Management Consultant	<ul style="list-style-type: none"> <li>Primary point of contact for workforce management Subscription Services configuration life cycle per the Launch methodology</li> </ul>
Scheduling Consultant	<ul style="list-style-type: none"> <li>Primary point of contact for scheduling Subscription Services configuration life cycle per the Launch methodology</li> </ul>

Customer Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> <li>Act as Customer project sponsor responsible to gain commitment for all project resources</li> <li>Provide executive-level support to the project team</li> <li>Ensure the needs of the project team are well represented and met by the steering committee</li> </ul>
Project Manager/Lead	<ul style="list-style-type: none"> <li>Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks</li> <li>Communicate overall project status and provide project reporting to Customer steering committee if applicable</li> <li>Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution</li> <li>Channel the team's activities toward Subscription Service(s) configuration and executing the project</li> </ul>
Education and Change Management Resource	<ul style="list-style-type: none"> <li>Act as Customer's primary resource and designated decision maker for end user training and change management</li> </ul>
System Administrator	<ul style="list-style-type: none"> <li>Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge</li> </ul>
Technical Resource	<ul style="list-style-type: none"> <li>Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable</li> </ul>
HR Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary HR representative and designated decision maker</li> </ul>
Payroll Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary payroll representative and designated decision maker</li> </ul>
Workforce Management Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary workforce management representative and designated decision maker</li> </ul>
Scheduling Subject Matter Expert	<ul style="list-style-type: none"> <li>Customer's primary scheduling representative and designated decision maker</li> </ul>



Customer Resource	Key Responsibilities
Other Subject Matter Experts	<ul style="list-style-type: none"> <li>Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area</li> </ul>

## 6. Professional Services and Subscription Service Assumptions

The following Subscription Service and Professional Service assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage.</li> <li>Provide access to learning resources like job aids and videos for end users, superusers and administrators.</li> <li>Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.</li> </ul>
User Adoption – Empower	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Conduct a communications and user training planning workshop</li> <li>Conduct a train the trainer consulting workshop</li> <li>Provide a role-based user matrix</li> <li>Provide access to the preparing for change dashboard</li> <li>Provide adaptable communications and user training plans</li> <li>Provide train the trainer materials including manager course presentation (.ppt) and participant guide (.doc), standard hands-on practice exercises with the most common manager tasks, employee job aids (.html)</li> </ul>

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Provide an overview of the UAT process, including testing tools and the approach to be used for issue management</li> <li>Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business</li> <li>Offer consultation and provide issue support during the testing phase</li> <li>Secure final confirmation from the Customer to validate system readiness prior to Go Live</li> </ul>

Subscription Services (If Purchasing)	Assumptions
UKG Pro Workforce Management	<p>UKG will configure:</p> <ul style="list-style-type: none"> <li>Up to five (5) union CBAs (collective bargaining agreements)</li> <li>Up to twenty-five (25) employee pay rules (e.g., grouping of overtime, shift premiums, holiday zones, etc.)</li> <li>Up to five (5) user personas (e.g., administrator, manager, employee profile)</li> <li>Up to twenty (20) accrual policies. UKG Pro Workforce Management becomes the system of record for accruals.</li> <li>Up to seven (7) standard attestation workflows</li> <li>Payroll based journal export (if applicable)</li> <li>Includes up to (3) one-way flat-file integrations</li> </ul> <p>UKG will configure the following predefined exception-based time and paid time off (PTO) scope to track in/out punch data and PTO for Global Employees:</p> <ul style="list-style-type: none"> <li>One (1) non-calculating pay rule and work rule</li> <li>Five (5) non-calculating PTO buckets with ability to decrement</li> <li>Predefined Global Personas for managers and employees</li> <li>Time Export via standard Dataview or report</li> </ul>

Subscription Services (If Purchasing)	Assumptions
UKG Pro WFM Talk	<p>Note: the predefined scope does not include the ability to automatically calculate time and/or time off accruals based on localized country-specific pay rules, accrual rates, or carryover policies.</p> <p>UKG will:</p> <ul style="list-style-type: none"> <li>Support and enable Customer to configure and administer the Subscription Service through a combination of remote working sessions and Customer assignments <ul style="list-style-type: none"> <li>Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability.</li> </ul> </li> <li>Monitor configuration and testing activity completion to determine when Subscription Service is ready for production use</li> <li>Provide thirty (30) days of production support prior to transitioning Customer to UKG Support</li> </ul> <p>Customer will:</p> <ul style="list-style-type: none"> <li>Participate in working sessions and complete assigned configuration and testing activities</li> </ul>
UKG Pro Scheduling	<p>UKG will configure the predefined scope:</p> <ul style="list-style-type: none"> <li>Up to ten (10) scheduling groups (schedule for a defined set of employees based on common tasks, skills, census, department, or other qualifiers like a paper schedule)</li> <li>Employee Self Service for Open Shift, Swap Shift, and Request to Cover</li> <li>One (1) Schedule Template</li> <li>One (1) Pro Skills/Certification Import with three (3) Employee Schedule Rule Sets</li> <li>One (1) Call List</li> <li>Two (2) School Calendars</li> </ul>
UKG Pro Absence - Leave	<p>UKG will configure:</p> <ul style="list-style-type: none"> <li>Federal leave policies</li> <li>Up to two (2) state leave group(s)</li> </ul>
UKG Pro Workforce Management Analytics	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Deploy an industry best practice dataview and reports package, which leverages standard KPIs available in UKG Dimensions</li> <li>Deploy Auditor dashboard and drill through dataviews</li> <li>Load pay code mappings required to configure the standard KPIs</li> <li>Deliver value assessment using client data to highlight results and opportunities for improvement</li> </ul>
UKG Pro Absence - Attendance	<p>UKG will configure:</p> <ul style="list-style-type: none"> <li>Up to four (4) attendance policies. Note that complex attendance business policies may require two (2) or more attendance policies to fully implement. The in-scope policies apply to business policies.</li> </ul>
UKG Pro WFM Employee Voice	<p>UKG will:</p> <ul style="list-style-type: none"> <li>Support and enable Customer to configure and administer the Subscription Service through a combination of remote working sessions and Customer assignments <ul style="list-style-type: none"> <li>Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability.</li> </ul> </li> <li>Monitor configuration and testing activity completion to determine when Subscription Service is ready for production use</li> <li>Provide thirty (30) days of production support prior to transitioning Customer to UKG Support</li> </ul> <p>Customer will:</p> <ul style="list-style-type: none"> <li>As a prerequisite, be live on UKG Pro WFM and actively maintaining both organization structure and employee data</li> <li>Participate in working sessions and complete assigned configuration and testing activities</li> </ul>

## 7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a Service Request:

- Material changes in the scope or effort

- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the Launch duration

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.



**Exhibit “F” UKG Business Associate Addendum**

# Exhibit "F" UKG Business Associate Addendum

## Business Associate Addendum

### 1 General Provisions

- 1.1 Status of Parties Under HIPAA.** The parties acknowledge and agree that in the event person or entity that is named on such Order may be deemed to be a Covered Entity (as defined by HIPAA) ("**Covered Entity**") and UKG entity set forth in the Order ("**Company**") is deemed to be a Business Associate of Covered Entity when Company creates, receives, maintains, transmits, uses or discloses Protected Health Information on behalf of Covered Entity ("**PHI**"), for any one or more of the following: UKG Pro Clinical Scheduling Extensions (which includes UKG Pro Forecast Manager for Healthcare, UKG Pro Workload Manager for Healthcare, and UKG Pro Target Intelligence for Healthcare) Workforce Forecast Manager for Healthcare SaaS, Workforce Workload Manager for Healthcare SaaS, Workforce Target Intelligence for Healthcare SaaS, the Workforce Extensions for Healthcare Bundle, WF Extensions for Healthcare, UKG Pro Benefits, UKG Ready Benefits or EverythingBenefits products, this Business Associate Addendum will govern the parties' obligations under HIPAA.
- 1.2 Effect.** To the extent that Company receives PHI to perform Business Associate activities, the terms and provisions of this Addendum shall supersede any other conflicting or inconsistent terms and provisions in this Agreement to the extent of such conflict or inconsistency.
- 1.3 Defined Terms.** Capitalized terms used in this Agreement (including this Addendum) without definition shall have the respective meanings assigned to such terms by the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time (collectively, "**HIPAA**").
- 1.4 No Third Party Beneficiaries.** The parties have not created and do not intend to create by this Agreement any third party rights, including, but not limited to, third party rights for Covered Entity's employees, dependents or other plan participants.
- 1.5 HIPAA Amendments.** Any future amendments to HIPAA affecting business associate agreements are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety, effective on the later of the effective date of this Addendum or such subsequent date as may be specified by HIPAA.
- 1.6 Regulatory References.** A reference in this Addendum to a section in HIPAA means the section as it may be amended from time-to-time.
- 1.7 Independent Contractor Status.** The parties acknowledge and agree that Company is at all times acting as an independent contractor of Covered Entity and not as an agent or employee of Covered Entity under this Agreement.

### 2 Obligations of the Company

- 2.1 Use and Disclosure of PHI.** Company may use and disclose PHI as permitted or required under this Agreement (including this Addendum) or as Required by Law, but shall not otherwise use or disclose any PHI. Company shall not use or disclose PHI received from Covered Entity in any manner that would constitute a violation of HIPAA if so used or disclosed by Covered Entity (except as set forth in Sections 2.1(a), (b) and (c) of this Addendum). To the extent Company carries out any of Covered Entity's obligations under the HIPAA privacy standards, Company shall comply with the requirements of the HIPAA privacy standards that apply to Covered Entity in the performance of such obligations. Without limiting the generality of the foregoing, Company is permitted to use or disclose PHI as set forth below:
- 2.1.1** Company may use PHI internally for Company's proper management and administration or to carry out its legal responsibilities;
- 2.1.2** Company may disclose PHI to a third party for Company's proper management and administration, provided that the disclosure is Required by Law or Company obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentiality of the PHI, (2) only use or further disclose the PHI as Required by Law or for the purpose for which the PHI was disclosed to the third party and (3) notify Covered Entity of any instances of which the third party is aware in which the confidentiality of the PHI has been breached;
- 2.1.3** Company may use PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity if required or permitted under this Agreement; and

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- 2.1.4** Company may use PHI to create de-identified health information in accordance with the HIPAA de-identification requirements. Company may disclose de-identified health information for any purpose permitted by law.
- 2.2 Safeguards.** Company shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted or required by this Addendum. In addition, Company shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI transmitted or maintained in Electronic Media ("EPHI") that it creates, receives, maintains or transmits on behalf of Covered Entity. Company shall comply with the HIPAA Security Rule with respect to EPHI.
- 2.3 Minimum Necessary Standard.** To the extent required by the "minimum necessary" requirements of HIPAA, Company shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- 2.4 Mitigation.** Company shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to Company) of a use or disclosure of PHI by Company in violation of this Addendum.
- 2.5 Subcontractors.** Company shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Company. Company shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Company under this Addendum.
- 2.6 Reporting Requirements.**
- 2.6.1** If Company becomes aware of a use or disclosure of PHI in violation of this Agreement by Company or a third party which received PHI from Company, either directly or indirectly, Company shall report the use or disclosure to Covered Entity within the time provided by the underlying Agreement but in no case later than 60 days after discovery of the use or disclosure or as otherwise required by the state law governing this Addendum.
- 2.6.2** Company shall report any Security Incident involving EPHI of which it becomes aware in the following manner: (a) any actual, successful Security Incident will be reported to Covered Entity in writing without unreasonable delay and in no case later than 60 days after discovery of the successful Security Incident or as otherwise required by the state law governing this Addendum, and (b) any attempted, unsuccessful Security Incident of which Company becomes aware will be reported to Covered Entity orally or in writing on a reasonable basis, as requested by Covered Entity. The term "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. The term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing EPHI.
- 2.6.3** Company shall, following the discovery of a Breach of Unsecured PHI, notify Covered Entity of the Breach in accordance with 45 C.F.R. § 164.410 without unreasonable delay and in no case later than 60 days after discovery of the Breach or as otherwise required by the state law governing this Addendum.
- 2.7 Access to PHI.** Within 30 days of a request by Covered Entity for access to PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Company, Company shall make available to Covered Entity such PHI for so long as Company maintains such information in the Designated Record Set. If Company receives a request for access to PHI directly from an Individual, Company shall forward such request to Covered Entity within 15 days. Covered Entity shall have the sole responsibility to make decisions regarding whether to approve a request for access to PHI and shall communicate its decision on an Individual's request, directly to the Individual within the time provided by law, with simultaneous copy emailed to Company at [privacy@ukg.com](mailto:privacy@ukg.com).
- 2.8 Availability of PHI for Amendment.** Within 30 days of receipt of a request from Covered Entity for the amendment of an Individual's PHI contained in any Designated Record Set of Covered Entity maintained by Company, Company shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as Company maintains such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If Company receives a request for amendment to PHI directly from an Individual, Company shall forward such request to Covered Entity within 15 days. Covered Entity shall have the sole responsibility to make decisions regarding whether to approve a request for an amendment to PHI and shall communicate its decision on an Individual's request, directly to the Individual within the time provided by law, with simultaneous copy emailed to Company at [privacy@ukg.com](mailto:privacy@ukg.com).



- 2.9 Accounting of Disclosures.** Within 30 days of notice by Covered Entity to Company that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), Company shall make available to Covered Entity such information as is in Company's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. If Company receives a request for an accounting directly from an Individual, Company shall forward such request to Covered Entity within 15 days. Covered Entity shall have the sole responsibility to provide an accounting of disclosures to the Individual and shall communicate its decision on an Individual's request, directly to the Individual within the time provided by law, with simultaneous copy emailed to Company at [privacy@ukg.com](mailto:privacy@ukg.com).
- 2.10 Availability of Books and Records.** Company shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Company on behalf of, Covered Entity available to the Secretary for purposes of determining Covered Entity's and Company's compliance with HIPAA. Any such audit or inspection shall be at the sole cost of Covered Entity and subject to the security rules and policies of Company and Company's confidentiality obligations to its other customers.

### **3 Obligations of the Covered Entity**

- 3.1 Permissible Requests.** Covered Entity shall not request Company to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Covered Entity (except as provided in Sections 2.1(a), (b) and (c) of this Addendum).
- 3.2 Minimum Necessary PHI.** When Covered Entity discloses PHI to Company, Covered Entity shall provide the minimum amount of PHI necessary for the accomplishment of Company's purpose.
- 3.3 Permissions; Restrictions.** Covered Entity warrants that it has obtained and will obtain any consents, authorizations and/or other legal permissions required under HIPAA and other applicable law for the disclosure of PHI to Company. Covered Entity shall notify Company of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Company's use or disclosure of PHI. Covered Entity shall not agree to any restriction on the use or disclosure of PHI under 45 C.F.R. § 164.522 that restricts Company's use or disclosure of PHI under this Agreement unless such restriction is Required By Law or Company grants its written consent, which consent shall not be unreasonably withheld.
- 3.4 Notice of Privacy Practices.** Covered entity shall notify Company of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Company's use or disclosure of PHI.

### **4 Termination of this Agreement**

- 4.1 Termination Upon Breach of this Addendum.** Any other provision of this Agreement notwithstanding, either party (the "Non-Breaching Party") may terminate this Addendum upon 30 days advance written notice to the other party (the "Breaching Party") in the event that the Breaching Party materially breaches this Addendum and such breach is not cured to the reasonable satisfaction of the Non-Breaching Party within such 30-day period.
- 4.2 Return or Destruction of PHI upon Termination.** Upon expiration or earlier termination of this Agreement, Company shall either return or destroy all PHI received from Covered Entity or created or received by Company on behalf of Covered Entity and which Company still maintains in any form. Notwithstanding the foregoing, to the extent that Company reasonably determines that it is not feasible to return or destroy such PHI, the terms and provisions of this Addendum shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

### **5 Limitation of Liability**

- 5.1 Limitation of Liability.** The limitations on liability set forth in the underlying Agreement shall apply to any losses, claims, damages or other costs incurred by Covered Entity in connection with a breach of this Addendum by Business Associate and/or a subcontractor or agent of Business Associate.
- 5.2 Exclusion of Consequential and Related Damages.** In no event shall Company or its present and former affiliates, directors, officers, employees, or agents have any liability to Covered Entity or any third party for any lost profits, loss of data, loss of use, costs of procurement of substitute good or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort, or under any other theory of liability whether or

not Company has been advised of the possibility of such damage.

**5.3 Survival.** This Section 5 shall survive the expiration or earlier termination of this Agreement.

## **6 General**

**6.1 Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time to enable mandatory compliance with the requirements of HIPAA.

**6.2 Interpretation.** Any ambiguity in this Addendum shall be interpreted to permit **compliance** with HIPAA.

**Exhibit “G” Terms of Use for MyPeopleDoc (UKG Employee Vault)**



## Exhibit “G” Terms of Use for MyPeopleDoc (UKG Employee Vault)

### Terms of Use for MyPeopleDoc® (UKG Employee Vault)

#### PREAMBLE:

#### Welcome to **MyPeopleDoc (UKG Employee Vault)**

These Terms of Use (hereinafter referred to as the **“Terms of Use”**) are intended to define the contractual relationship between PeopleDoc SAS, a UKG entity (hereinafter **“UKG”**) and the natural person (hereinafter the **“User”** or **“Users”**) who creates a MyPeopleDoc® account for file management as described below.

The employer has entered into a services agreement with UKG or one of the UKG affiliates to distribute HR documents, as defined below, via your MyPeopleDoc® account (**“Services”**). By reading and accepting these Terms of Use, User agrees to activate your MyPeopleDoc® account and receive HR Documents from your Employer via your MyPeopleDoc® account.

The Services are provided by PeopleDoc SAS, a company incorporated and operating under the laws of France, whose registered office is located at 53 rue d’Hauteville, 75010 Paris, France.

To use MyPeopleDoc®, the User must: (i) have full legal capacity (acts performed by minors, according to applicable law, will be performed under the responsibility and control of their legal guardian); (ii) read and accept these Terms of Use.

#### 1. DEFINITIONS

**“Employer”** refers to the entity that entered into a services agreement with any UKG affiliate for the purpose of distributing HR Documents and that User authorises to issue HR Documents to the MyPeopleDoc® account based on the “Account” settings.

**“Files”** refers to HR Documents and Personal Files as defined below.

**“HR Documents”** refers to documents sent by the Employer into the MyPeopleDoc® account in the context of the HR Documents distribution service for which UKG was engaged and for which User has registered by accepting these Terms of Use.

**“MyPeopleDoc®” or “Account”** refers to the secure personal space operated by UKG, allowing the User to receive, store, share, organise, manage, view and delete HR Documents as well as upload, store, view, organise, manage, share and delete Personal Files.

**“Personal Data”** refers to any information concerning an identified or identifiable natural person. An “identifiable natural person” is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the identity of that natural person.

**“Personal Files”** refers to the files that User uploads directly into the MyPeopleDoc® account.

**“Services”** refers to the file management services provided by UKG to the User via the MyPeopleDoc® account after Users’ acceptance of these Terms of Use.

**“Terms of Use”** refers to the terms and conditions of the Services including any document attached to these terms of use, as well as any amendments thereto.

**“User” or “Users”** refers to any natural person with full legal capacity who has created a MyPeopleDoc® account.

## **2. SCOPE OF THE TERMS OF USE**

These Terms of Use will define the relationship between UKG and the User, concerning access to and use of MyPeopleDoc® and setting out rights and obligations for both parties, inter alia, regarding the Files (such as electronic payslips and any other HR Documents sent to the User by the Employer; and the Personal Files that User may choose to upload to MyPeopleDoc®), back-ups and the processing of Personal Data performed within the framework of the Services.

## **3. ACTIVATION OF THE ACCOUNT**

To activate the MyPeopleDoc® Account, Users must first register with their personal email address, and accept the Terms of Use by ticking the box intended for account activation at the time of the registration.

## **4. OVERALL DESCRIPTION OF MyPeopleDoc®**

To create a MyPeopleDoc® Account, Users shall receive an invitation from the Employer, which enables them to register. As defined above, MyPeopleDoc® is a secure personal space operated by UKG allowing the User to receive, store, share, organise, manage, view and delete HR Documents from the Employer. Additionally, Users may upload, store, view, organise, manage, share and delete Personal Files.

- 4.1. When registering with UKG to create a MyPeopleDoc® Account, we strongly advise the User to use their personal email address. Once the MyPeopleDoc® Account is activated, the User’s personal email address will make it easier for the User to manage their secure personal space, and they can keep their Account even after changing employers. MyPeopleDoc® allows the User to:
- Receive HR Documents from the Employer(s) (whether current or future) to whom the User has given prior permission. The User will be notified when HR Documents are made available, at the email address used for MyPeopleDoc® Account activation;
  - Link the User’s Account to one or more Employers. Employer may send any type of HR Document on either an automated and regular basis or a manual and ad-hoc basis;
  - Upload, store, rename, view, share, organise and delete Personal Files in a personal storage space (limited to a storage capacity of 10 Gigabytes);
  - Share Files with third parties by creating sharing spaces in “Shared Folders”;
  - Delete documents that User no longer wants to keep, via the “bin” functionality.

- 4.2. UKG understands the importance of the confidentiality of HR Documents and Personal Files. Therefore, UKG implements safeguards to protect the confidentiality, integrity and availability of said Files, and does not share said Files. The User is the only person who can grant access to Files.
- 4.3. Management settings in the User's Account (including the type of Files, the choice to unsubscribe, as well as a record of the dates and times that these settings are modified) may be sent to the Employer as part of the HR Documents distribution service for which UKG was engaged.

## 5. DATA PROTECTION

UKG's general Privacy Notice is available [here](#). Below, Users will find specific data protection provisions related to the MyPeopleDoc® Account.

### 5.1. Identity and the contact details of the controller

#### **PeopleDoc SAS (UKG)**

53 rue d'Hauteville  
75010 Paris  
France

### 5.2. Contact details of our data protection officer

[privacy@ukg.com](mailto:privacy@ukg.com)

or

#### **PeopleDoc SAS (UKG)**

For the Attention of the Data Protection Officer  
53 rue d'Hauteville  
75010 Paris  
France

### 5.3. Purposes and legal basis of the processing

**5.3.1.** Users' Personal Data is processed in the context of providing the MyPeopleDoc® Services for the following purposes:

- To ensure logging on to and activation of MyPeopleDoc® Account;
- To enable the User and Employer to exchange HR Documents;
- To enable the User to store the Files;
- To ensure that the User receives notifications about certain account activity, such as an email when the User receives a new HR Document;
- To ensure that the User receives SMS, when two-factor authentication is active;
- To ensure access to UKG's user support; and
- To enable other functionalities and features related to MyPeopleDoc® Account.

**5.3.2.** In addition, UKG stores the following Personal Data to maintain an active MyPeopleDoc® Account:

- Email address;
- First name and surname;

- IP addresses and operating systems information (“latest account activity” feature);
  - Phone number (only stored when SMS is used as means for “Multi-Factor Authentication”).
- 5.3.3. The legal basis for processing Personal Data is the legitimate interest of a third party, the Employer, as further explained below.

#### **5.4. Legitimate interests pursued by the Employer**

- 5.4.1. MyPeopleDoc® is provided to the User by choice of the Employer, as a benefit. It is the User’s choice whether or not to create a MyPeopleDoc® Account. Once created, the MyPeopleDoc® Account allows the User to receive HR Documents directly from the Employer. If the User elects not to create a MyPeopleDoc® Account, User will not receive HR Documents electronically.
- 5.4.2. The Employer has a legitimate interest in providing a MyPeopleDoc® Account in order to: comply with legal requirements; increase the transition from paper to digital and enhance HR procedures. UKG pursues these same legitimate interests on behalf of the Employer when processing the Files, to assure alignment and quality of the services delivered.
- 5.4.3. When balancing these interests with the User’s rights, such rights will not be interfered with, because the processing of User’s Personal Data is limited to the purposes described in the Privacy Notice. The User’s rights (such as erasure and access) are always guaranteed.

#### **5.5. Transfer of Personal Data**

UKG is authorised to use sub-processors. Some sub-processors may be located in countries that are not within the EEA, provided that such transfers comply with applicable European or national regulations relating to Personal Data.

To learn more about location and data transfers, please visit our Transparency Site [HERE](#) here.

#### **5.6. Data retention and duration**

- 5.6.1. Upon registering, the User can receive HR Documents from their current (and future) Employers.
- 5.6.2. The User will no longer receive HR Documents from an Employer whenever any of the following occurs:
- The User-Employer relationship ends; or the Employer ceases to send the User HR Documents, for any reason whatsoever; or
  - The MyPeopleDoc® Account is deleted, either by the User or by UKG.
- 5.6.3. Subject to the provisions below, the User may retain the MyPeopleDoc® Account indefinitely and continue using the account for their Personal Files.
- 5.6.4. The User may continue to access the Account Files at the address [www.mypeopledoc.com](http://www.mypeopledoc.com), or at any other substitute address which will be communicated by UKG, using the same logon and password.

### **6. ACTIVITY RECORD**

- 6.1. UKG logs the User’s activity within their MyPeopleDoc® Account for security purposes, especially so that it may identify any third-party access to the Account that occurs without their knowledge. Activity logs may be held in an identifiable form by UKG for no more than one (1) year and shall be permanently destroyed when the MyPeopleDoc® Account is deleted.



6.2. To learn more about the User's activity record, please refer to our support article [here](#).

## 7. USER'S RIGHTS

### 7.1. Access and rectification

- 7.1.1. The User can view, rectify and download all information in their MyPeopleDoc® Account at all times and from any device. User can also write directly to [privacy@ukg.com](mailto:privacy@ukg.com) or to PeopleDoc SAS, 53 rue d'Hauteville, 75010 Paris, France.
- 7.1.2. The User acknowledges that upon downloading a HR Document from MyPeopleDoc®, the contents of the HR Document may be modified and/or compromised as UKG will no longer be able to ensure the integrity of the downloaded HR Document.

### 7.2. Security

- 7.2.1. UKG will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account:
  - the state of the art in IT security;
  - the costs of implementation;
  - the nature, scope, context and purposes of the processing; and
  - the risks affecting the User's rights.
- 7.2.2. UKG will, to the best of its ability, comply with the following obligations regarding its staff:
  - Not to make any copies of Files, except as necessary for the provision of the Services;
  - Not to use the Files for any purposes other than those specified in the Terms of Use;
  - Not to disclose the Files to any third parties, irrespective of whether these are public or private persons, individuals or legal entities, without the User's prior authorisation, unless otherwise provided under applicable law;
  - To take any and all useful measures to avoid all fraudulent use of these Files during their storage within MyPeopleDoc®; and
  - To take any useful security measures, particularly concerning hardware security, to ensure the safekeeping and integrity of Files during their storage within MyPeopleDoc®.
- 7.2.3. Multi-Factor Authentication: As another layer to secure the Account, MyPeopleDoc® provides the option of two-factor authentication. We strongly recommend that the User activate this feature as soon as the User creates the MyPeopleDoc® Account. Click here for more information.
- 7.2.4. hCaptcha: UKG uses hCaptcha: to secure MyPeopleDoc® Accounts from malicious events (e.g. ransomware etc). This service allows UKG to determine whether logons are made by natural persons or automated processing. This service functionality includes sending IP addresses and any other data required by hCaptcha. More information about hCaptcha's data privacy policies can be found at <https://www.hcaptcha.com/privacy>.
- 7.2.5. The User will be the only person responsible for the risks associated with the disclosure or misuse of the logon details and password. UKG strongly recommends that Users do not share their logon information and passwords with any third party.

## 8. USERS' OBLIGATIONS

- 8.1. **Users' Personal Files.** The User warrants that the Personal Files as defined above shall not (i) give rise to civil or criminal liability, e.g. defamatory, threatening, pornographic, indecent, abusive, libellous or

otherwise objectionable actions; (ii) violate or infringe upon any third-party right, including any intellectual property right or right of privacy, or that abuses, harasses or stalks any other person; or (iii) initiate any kind of attack, virus or other harmful or detrimental computer code, file or program UKG shall not be held liable for illegal content stored in the MyPeopleDoc® Account and reserves the right to suspend any account that breaches these provisions, and therefore suspend any associated access.

8.2. **Illegal content notification.** Any User who becomes aware of the existence of illegal content in MyPeopleDoc® must alert UKG via UKG's support feature, so that UKG can take the necessary steps to manage and remedy the situation, in accordance with applicable laws. For example, UKG should be made aware of the following offences:

- Advocacy for crimes against humanity and war crimes;
- Terrorism and/or advocacy of terrorism;
- Incitement to discrimination, hatred or racial violence;
- Child pornography; and
- Messages of a violent or pornographic nature or of a nature likely to seriously violate human dignity, when the message is likely to be seen or perceived by a minor.

## 9. COSTS OF MyPeopleDoc®

MyPeopleDoc® is free of charge to Users. Nevertheless, all Internet connection charges shall be borne by the User, under the conditions set forth by their Internet provider, as well as the cost of any tools necessary to view or read stored Files.

## 10. CONDITIONS FOR RECEIVING AND READABILITY OF HR DOCUMENTS

- 10.1. Depending on the settings chosen by the Employer, the User accepts to receive all or part of the HR Documents electronically transmitted to the MyPeopleDoc® Account. In this case, HR Documents will be sent to the User's account in PDF format or any other format compliant with current standards.
- 10.2. As technology evolves, UKG will regularly verify that stored HR Documents remain readable using at least one available market-standard software, and correspond to a universal format. If technological changes make it impossible to read stored HR Documents in their original format, UKG will migrate to a new readable format, at its own expense, using a software that is standard at the time of migration.

## 11. SERVICE LEVEL

- 11.1. In the context of controlled access, MyPeopleDoc® will be accessible 24/7, with availability subject to maintenance periods. UKG will ensure maximum service availability to the best of its ability.
- 11.2. A user support service will also be made available to Users, free of charge, at the following address: <https://hrsd-peopledoc.ukg.com/>. This service will be available on business days, Monday to Friday during working hours (9.30 am to 6.30 pm CET).

- 11.3. Access to MyPeopleDoc® may be subject to certain functionality restrictions depending on operating and maintenance requirements. In the event of an emergency or material breach and as a last resort, the User's access to MyPeopleDoc® may be temporarily interrupted for any urgent maintenance operations that UKG may perform.
- 11.4. In the event of any planned or unplanned outages of MyPeopleDoc®, User will be informed with a message upon login to the MyPeopleDoc® Account.

## 12. LIABILITY FOR MyPeopleDoc®

- 12.1. UKG commits to ensuring access to HR Documents, as well as their readability, their integrity and their confidentiality, in the best possible conditions available at any given time.
- 12.2. To the fullest extent permitted by applicable law, UKG shall not be held liable for any indirect harm, such as loss of revenue or interest, that the User might suffer. UKG is not liable for any malfunctions or problems in accessing the MyPeopleDoc® Account following events of *force majeure*, as defined by applicable laws and jurisprudence.
- 12.3. Furthermore, UKG shall not be held liable for unauthorised access by a third party to the User's MyPeopleDoc® Account, when such access is obtained using the User's access code or the email linked to their MyPeopleDoc® Account. In this event, should the User request to block access to their Account, and until UKG issues a new access code, access will be temporarily suspended.
- 12.4. Moreover, UKG shall not be liable for the content of the Files uploaded or stored in User's MyPeopleDoc® Account.

## 13. INTELLECTUAL PROPERTY AND LICENCE

- 13.1. **Licence.** UKG grants the User a personal, non-exclusive, non-transferable and non-assignable worldwide licence to access and use MyPeopleDoc®, limited to the services subscribed to by the Employer, subject to other provisions of these Terms of Use. The User acknowledges that they have no rights whatsoever to the object and source codes of the Services and MyPeopleDoc® which are and shall remain the exclusive property of UKG.
- 13.2. **User Restrictions on Intellectual Property.** The User shall not: (i) access or use the Services in any manner or for any purpose other than expressly permitted by these Terms of Use; (ii) change, modify or otherwise create works based on all or any portion of the Services; (iii) modify, disassemble, decompile or reverse engineer any part of the Services or apply any other process or procedure that shall infringe UKG's rights (except solely to the extent permitted by applicable law); (iv) access or use the Services in a way intended to avoid exceeding usage limits or quotas; (v) use the Services in order to build a similar or competitive application or service; (vi) change or remove any disabling mechanism or avoid any technical protection measures associated with the Services, or otherwise use any tool to enable features or functionalities that are otherwise disabled; or (vii) remove or change any proprietary notices (e.g. copyright and trademark notices) involving the Services.

## 14. TERM AND TERMINATION

- 14.1. **Term.** These Terms of Use come into effect: (i) for new Accounts, as of the activation of the User's Account (the "Effective Date"), by ticking the box intended for this purpose, as set forth in Section 3 above; or (ii) in case of an update of these Terms of Use, for existing Accounts, 45 days after it is available online as further indicated under Section 16.

- 14.2. **Termination by the User.** The User has the right to terminate these Terms of Use by deleting the MyPeopleDoc® Account via the available function. Upon receiving the deletion request, UKG commits to promptly deleting the Account, in all circumstances, within no later than forty (40) days.
- 14.3. **Suspension and Termination by UKG.** UKG may suspend the Services, at its discretion, effective immediately if Users do not comply with their obligations and particularly Section 8 of the Terms. UKG may terminate the Services at its discretion, effective immediately: (i) upon written notice to the User if the User breaches these Terms of Use and does not substantially cure the breach within seven (7) days; or (ii) if the MyPeopleDoc® Account is inactive for more than twelve (12) months and no longer contains any Files. In such case, UKG may send a notice of closure to the email address that the User provided when creating the Account. If the User does not respond to the notice of closure within thirty (30) days, UKG will consider the Account abandoned and will proceed with deletion.
- 14.4. **Effects of Termination by the User.** By deleting the MyPeopleDoc® Account, the User recognises that all the Files and all associated data will be permanently deleted. Therefore, the User must download any Files stored in the MyPeopleDoc® Account, by selecting the Files and clicking “download”, that they might need prior to initiating the procedure to delete the Account. Once deleted, the Account cannot be reactivated or restored.

## 15. WHAT HAPPENS TO THE USER’S ACCOUNT IF THE USER PASSES AWAY – LEGACY CONTACT

- 15.1. The User can choose to either appoint a legacy contact to look after their Account upon passing or have the Account permanently deleted. UKG strongly suggests setting a legacy contact so that the MyPeopleDoc® account can be managed. The User can contact <https://hrsd-peopledoc.ukg.com/> and inform UKG of their choice.

If the User has not appointed a legacy contact, the Account will remain active until UKG is notified of the passing upon receipt of an original certificate of death issued by a competent authority. Rightful heirs and/or third parties related to succession procedures may gain access to the Account in order to retrieve Files for succession purposes. To gain access to the Files, proof of relationship with the User’s succession may be requested.

## 16. CHANGES IN MyPeopleDoc® AND THESE TERMS OF USE

- 16.1. UKG reserves the right to adapt or modify the range of services offered in MyPeopleDoc®. Any change shall come into effect on the date it is uploaded and made available online.
- 16.2. UKG reserves the right to amend these Terms of Use. Any change will come into effect and will be applicable 45 days after it is made available online. User shall be notified of any such changes upon their next logon to MyPeopleDoc® following the update and before the User can proceed with using the Account. Changes will be applicable to all Users.
- 16.3. If the User does not agree with the new version of these Terms of Use, the User must delete the MyPeopleDoc® Account. Prior to deleting the Account, the User is recommended to download the Files that they wish to keep. As stated in clause 14.4, by deleting the MyPeopleDoc® Account, the User recognises that all the Files and all associated data will be permanently deleted.



## 17. GENERAL

- 17.1. **Language.** These Terms of Use have been established in several languages. The version that has priority for interpreting these Terms of Use shall be the [English](#) language version.
- 17.2. **Assignment.** UKG reserves the right to transfer these Terms of Use, and thus the contractual relationships related, to any third party of its choice.
- 17.3. **Subcontracting.** UKG reserves the right to subcontract to any other company of its choice all or part of the Services. UKG shall remain solely liable to the User and shall be responsible for taking action against its defaulting sub-contractors.
- 17.4. **Applicable Law.** Without any prejudice to any applicable law for the maintenance of public order and/or any applicable international public order provision, these Terms of Use shall be governed by the law of the country where the User has their habitual residence, without regard to its rules on conflict of law.
- 17.5. **Mediation.** As applicable, the User may submit any dispute that may arise in connection with the interpretation, validity or execution of these Terms of Use to mediation. Said mediation shall be requested from FEVAD (Fédération du e-commerce et de la vente à distance) (Fédération du e-commerce et de la vente à distance) with the following contact details BP 20015 - 75362 Paris Cedex 8- - <http://www.mediateurfevad.fr>. Following a prior written request from users to the UKG, the Mediation Service may be contacted for any unresolved consumer dispute. To find out how to contact the mediator, visit <https://www.mediateurfevad.fr/index.php/espace-consommateur-2>. Where possible and permitted by local regulations, the parties agree to bear half the costs of mediation. The parties also agree to cooperate with each other to the fullest extent necessary to find an amicable solution. The parties agree to keep strictly confidential all exchanges, letters or documents that take place during the mediation procedure.
- 17.6. **Jurisdiction.** In the absence of an amicable agreement or a settlement, the parties expressly grant exclusive jurisdiction to the competent courts in the User's jurisdiction in case of a dispute relating to the interpretation, validity or execution of these Terms of Use.

## **SPECIAL CONDITIONS APPLICABLE BY JURISDICTION:**

### **FRANCE**

#### **SPECIFIC CONDITIONS FOR THE DELIVERY OF PAYSLEIPS IN FRANCE**

##### **1. USERS' RIGHTS CONCERNING PAYSLEIPS**

The Employer will choose between the two options below as ways of obtaining Users' agreement for the set-up of the service of electronic distribution of payslips ("Distribution"), as follows: (i) the Employer decides to obtain the User's consent prior to setting up said service ("Opt-in"); or (ii) the Employer decides to give the User the opportunity to refuse the Distribution ("Opt-out").

- ***With prior consent (Opt-in)***

If the Employer chooses to collect the User's consent before setting up the Distribution, the User agrees that payslips will be delivered electronically by accepting these Terms of Use.

If the User decides to revoke their consent thereafter, the User may do so at any time by configuring their Account settings. The Employer shall comply with the User's request (i.e. resumption of the delivery of hard-copy payslips) as quickly as possible, and no later than three (3) months following receipt of said request.

- ***Digital payslip by default (Opt-out)***

If the Employer chooses to set up the electronic distribution of payslips by default, the User will have one (1) month from the date of receipt of the notice from the Employer to refuse the Distribution before the first payslip is delivered electronically. The User can inform the Employer that they refuse the Distribution, either via MyPeopleDoc® or any other method that can be duly dated (e.g. directly addressing the Employer).

Following this (1) month retraction period and once the Distribution is established, two scenarios may occur:

- ⇒ In the absence of prior User's objection, payslips will be distributed electronically in the Account.
- ⇒ In the event of prior User's objection, the activation of the Account entails acceptance of the Distribution.

In each scenario, the User has the option of revoking their consent at any time via MyPeopleDoc® or any other method that can be duly dated (e.g. directly addressing the Employer). The Employer shall comply with the User's request (i.e. resumption of the delivery of hard-copy payslips) as quickly as possible, and no later than three (3) months following receipt of said request.

The Employer may decide that the option to return to paper payslips, as described above, will not be available in the Account settings. In this case, the User must submit their request directly to the Employer.

## **2. PAYSリップ RETENTION PERIOD**

Payslips will be stored in MyPeopleDoc® for at least fifty (50) years from the date they are first stored, even if the User subsequently decides to revert to receiving hard-copy payslips. During this payslip retention period, the User will be free to view, print, download and/or share payslips.

The provisions of this article will continue to be valid after the expiry of these Terms of Use.

## **3. IF UKG CEASES TRADING**

In the event that the Services are discontinued because UKG ceases trading, Users will be notified at least three (3) months prior to the definitive cessation of service. During this period, Users will be able to retrieve/download all the Files stored in their Account without needing to perform complex or repetitive actions, and in a structured electronic format that is commonly used.

## **SPECIFIC CONDITIONS ABOUT MEDIATION**

Mediation regarding any dispute arising in connection with these Terms of Use shall be requested from FEVAD (Fédération du e-commerce et de la vente à distance) (Fédération du e-commerce et de la vente à distance) with the following contact details BP 20015 - 75362 Paris Cedex 8- - <http://www.mediateurfevad.fr>.

## **GERMANY**

### **1. LIABILITY**

The following sentence of Section 12.2 above:

*“To the fullest extent permitted by applicable law, UKG shall not be held liable for any indirect harm, such as loss of revenue or interest, that the User might suffer. UKG is not liable for any malfunctions or problems in accessing the MyPeopleDoc® account following events of force majeure, as defined by applicable laws and jurisprudence.”*

Is exchanged by:

#### **112.2 (a) UKG’s Liability for Slight Negligence**

If a breach by UKG of these Terms of Use is due to UKG’s slight negligence, UKG will only be liable to the User for damages if UKG has breached an essential obligation which means an obligation the performance of which is a necessary prerequisite for the proper performance of the Services or the violation of which jeopardises the purpose of these Terms of Use, and the User could legitimately rely upon its fulfilment by UKG. UKG’s liability shall be limited in this case to the damages that have been foreseeable as of the time when these Terms of Use were entered into and which can typically arise in connection with these Terms of Use.

**12.2 (b) UKG's Liability for Indirect Damages**

Subject to Section 12.2(c), UKG shall only be liable for any indirect, incidental, consequential or special loss or damages (including but not limited to loss of profits, interruption of Service, loss of business, business opportunity or anticipated savings, or harm to reputation), to the extent that such losses have been foreseeable as of the time when these Terms of Use were entered into and which can typically arise in connection with these Terms of Use. The same applies for UKG's liability for the procurement of substitute services.

**12.2(c) Exceptions**

Nothing in these Terms of Use limits or excludes UKG's liability (a) for death, bodily injury or injury of health arising out of its negligence or that of its vicarious agents, (b) for losses suffered as a result of gross negligence or wilful misconduct, or (c) for losses that cannot be limited or excluded by law, in particular the liability under the German Product Liability Act (Produkthaftungsgesetz).

Last revision: October 2022