

Check Print Handling/Split Package	<p>For U.S.- No charge for first 5 splits, USD\$4.00 per split thereafter – per Check Print Request</p> <p>For Canada - No charge for first 5 splits, CAN\$4.00 per split thereafter – per Check Print Request</p>
Year End Form Handling	Customer is responsible for handling fees at the then-current rate
Shipping/Delivery Methods	Customer is responsible for all shipping charges, whether billed by UKG as a pass-through expense or direct billed to Customer via its own carrier
Check Print Expedite Processing Fee	<p>For U.S. - USD\$250.00 per Check Print Request, upon request by Customer</p> <p>For Canada - CAD\$250.00 per Check Print Request, upon request by Customer</p>
Check Print Launch Fee	<p>For U.S. - USD\$2,000.00</p> <p>For Canada – CAD\$2,000.00</p>

EXHIBIT 5

UKG PRO ACA SERVICES – U.S. ONLY

1. UKG Pro ACA Toolkit

ACA Toolkit - Included for all customers at no additional cost:

- Eligibility 'lookback' calculations based upon payrolls processed with the Subscription Services
- Enrollment based on eligibility
- Post exchange notices to employee document area
- Obtain and track employee consent to view 1095-C forms electronically
- Generate completed 1094-C and 1095-C forms
- Import template for 1095-C data (if not available in UKG Pro)
- Generate required 1095-Cs for those who are not active employees (i.e., COBRA, retirees)
- Download 1095-C via employee self service
- Generate electronic file in IRS approved format
- Self Service printing and distribution of 1095-C forms
- Self Service electronic filing to the IRS
- Comprehensive reporting and access to data about eligibility, penalty exposure, and offer of coverage

ACA Data Remittance

Customer will provide the required ACA data needed for 1094-C and 1095-C forms to UKG pursuant to the ACA standard guidelines. Customer acknowledges that (i) the ACA data and all ACA information contained in and generated from the Subscription Services will be the basis for the services as provided for herein, and (ii) Customer is required to approve the ACA data on an annual basis in accordance with the deadlines set forth in the ACA Toolkit and provided in writing to Customer via newswire to Customer's designated representative. Once Customer validates the data, Customer is responsible for submitting the filing to the IRS.

2. 1095-C Print and File Capabilities (Federal Only)

- UKG printing 1095-C forms and mailing them to Customers' employees will follow the same description of services as the Year End Tax Forms section above. Customer is responsible for the cost of shipping and handling.
- Electronic filing of 1094-C and 1095-C forms to the IRS on Customer's behalf

3. 1095-C File Capabilities (State Only)

- Electronic filing of 1094-C and 1095-C forms, only to the following regions, on Customer's behalf: California, New Jersey, Rhode Island, and District of Columbia.
- Customer shall be responsible for any other 1095-C form submissions or other ACA and/or state individual mandate reporting other than referenced above.

Assumptions:

- Data included in the healthcare measurement periods for the eligibility "lookback" calculations will begin with the first payroll processed using the Subscription Services. Data converted from legacy systems is not available for eligibility "lookback" purposes.
- Prior to performing the ACA Distribution Services, Customer must provide UKG all required ACA data related to 1094-C and 1095-C forms and such data must be entered into and validated within the UKG Pro.
- UKG will not be liable for any invalidity or inaccuracy caused by Customer unless Customer so notified UKG within three (3) business day of UKG making available to Customer any and all ACA regulatory forms and filings. Customer will examine them for their validity and accuracy according to Customer's records. Customer will immediately notify UKG of any inaccuracies.

- Customer is responsible for all shipping charges, whether billed by UKG as a pass through expense or direct billed to Customer via its own carrier. Customer shall have the option to use their own Federal Express or United Parcel Services account number.

Exhibit “C-1” UKG Services Descriptions

UKG Pro Workforce Management Services Description

Exhibit 1 Service Level Agreement

Exhibit 2 Customer Support Policy

Exhibit “C-1” UKG Services Descriptions UKG Pro Workforce Management Services Description

UKG Pro Workforce Management Services Description

1. Scope

- 1.1 This Services Description applies to UKG's provision of the commercially available version of the UKG Pro Workforce Management software as a service application(s) in UKG's hosting environment, and related services, as listed in Section 1.2. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other services (collectively, the “**Agreement**”).
- 1.2 This Service Description applies to the following Subscription Services and other Services when set forth on the Order: UKG TeleStaff Cloud, UKG Pro Absence, UKG Pro Accruals, UKG Pro Activities, UKG Pro Advanced Scheduling, UKG Pro Workforce Management Analytics, UKG Pro Auctions, UKG Pro Workforce Management Data Hub (Enterprise or Premium), UKG Pro WFM Employee Voice, UKG Pro Forecasting, UKG Pro Gaming, UKG Pro Workforce Management Healthcare Productivity, UKG Pro Leave, UKG Pro WFM Non-Prod Additional Tenant, UKG Pro Rotation Schedule, UKG Pro Scheduling, UKG Pro Strategic Workforce Planning, UKG Pro Task Management by Thinktime, UKG Pro Timekeeping (Hourly or Salaried), UKG Pro Workforce Management (Hourly or Salaried), UKG Pro People Analytics with Pro Workforce Management Data (Premium or Enterprise), and UKG Pro WFM Talk. It also includes UKG HRSD Document Manager and UKG HRSD People Assist if ordered with UKG Pro Workforce Management, but without UKG Pro Pay and /or UKG Pro People Center.

UKG Pro Workforce Management was formally referred to as UKG Dimensions.

- 1.3 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Right to Access and Use, Fees

- 2.1 Customer acknowledges and agrees that the right to access and use the Subscription Services is limited based upon the number of employees identified on the Order. Applicable Monthly Service Fees will be invoiced on the Billing Frequency identified on the Order, commencing on the Billing Start Date. Customer may increase the number of employees using the Subscription Services by executing an additional Order. Seasonal Licenses, if purchased by Customer will also be identified on the Order. “**Seasonal Licenses**” are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.
- 2.2 UKG will invoice Customer up to sixty (60) days in advance of the Billing Start Date. Upon Customer's receipt of such invoice, Customer shall pay the invoice within the payment term set forth in such Order.

3. Customer Data

Customer Data shall be made available to Customer to retrieve at no additional charge during the Order Term and, unless otherwise mutually agreed to by the parties, for no more than thirty (30) days after expiration or termination of the Agreement for any reason.

4. UKG Pro WFM Employee Voice

If UKG Pro WFM Employee Voice is included in an Order, Customer grants to UKG the right to sub-license de-identified Customer Data, which includes the employee survey responses to third parties (currently Mercer (US) Inc.) for the purpose of improving question sets and bench marking data. UKG Pro WFM Employee Voice is exclusively available in the United States and Canada, and is offered only in English.

5. Service Level Agreement

The Service Level Agreement for the availability of UKG Pro Workforce Management Subscription Services is set forth in Exhibit 1.

6. Customer Support Policy

Support is included with UKG Pro Workforce Management Subscription Services, however configuration of new features may be subject to additional costs. The Customer Support Policy for UKG Pro Workforce Management Subscription Services is set forth in [Exhibit 2](#).

7. UKG Pro Workforce Management Additional Tenant and Disaster Recovery

- 7.1 UKG Pro Workforce Management includes one standard production tenant and one partial copy non-production tenant limited to 36 months of data. An additional partial copy tenant may be ordered on an annual basis for an additional fee.
- 7.2 For the production environment, the recovery time objective is 24 hours and the recovery point objective is 4 hours. Despite the above, for UKG Pro Strategic Workforce Planning, the recovery time objective and the recovery point objective is 48 hours.

8. AtomSphere Service and Boomi Software

“Boomi AtomSphere Service” means the third-party service for the creation of integrations by Customer, which Customer has the right to access through Subscription Services (excluding UKG TeleStaff Cloud).

“Boomi Software” means the third-party proprietary software associated with the Boomi AtomSphere Service.

As part of the Subscription Services but excluding UKG TeleStaff Cloud, Customer has the right to access and use the Boomi AtomSphere Service provided by Boomi, LP. (“Boomi”) and a non-exclusive, non-transferable and non-sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Customer may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Subscription Services. If the right to use the Subscription Services terminates, Customer’s right to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Customer understands and agrees that the AtomSphere Service and the Boomi Software may work in conjunction with third-party products and Customer agrees to be responsible for ensuring that it is properly licensed to use such third-party products. Customer further understands and agrees that: (i) the AtomSphere Service and the Boomi Software are protected by copyright and other intellectual property laws and treaties; (ii) Boomi, its Affiliates and/or its suppliers own the copyright, and other intellectual property rights in the AtomSphere Service and Boomi Software; (iii) the Boomi Software is licensed, and not sold; (iv) this Services Description does not grant Customer any rights to Boomi’s trademarks or service marks; and (v) with respect to the AtomSphere Service and Boomi Software, Boomi reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Services Description.

Customer may, at its discretion, store other data on the systems to which it is provided access in connection with its use of the AtomSphere Service (the “Hosted Environment”). Customer is solely responsible for collecting, inputting and updating all Customer data stored in the Hosted Environment, and for ensuring that Customer complies with the Acceptable Use Policy with respect to the AtomSphere Service and Boomi Software. Customer agrees that such data may be accessed and used by Boomi and its representatives worldwide as may be needed to support Boomi’s standard business operations with respect to the AtomSphere Service and Boomi Software. Customer agrees that data consisting of Customer contact information (e.g., email addresses, names) provided as part of Maintenance AtomSphere Services may be sent to Boomi’s third-party service providers as part of Boomi’s services improvement processes.

In connection with the use of the Hosted Environment and the AtomSphere Service, Customer may not: (i) attempt to use or gain unauthorized access to Boomi’s or to any third-party’s networks or equipment; (ii) permit other individuals or entities to copy the Boomi Software; nor (iii) provide unauthorized access to or use of any Boomi Software or the associated access credentials. Customer shall cooperate with Boomi’s reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section.

The Hosted Environment is a non-production environment.

9. The UKG Pro Workforce Management Data Hub Enterprise

The UKG Pro Workforce Management Data Hub requires the use of certain Google Cloud Platform services including BigQuery and Storage. Google Cloud Platform services must be obtained by Customer directly from Google for UKG Pro Workforce Management Data Hub Enterprise.

Exhibit 1

SERVICE LEVEL AGREEMENT

Availability: The production environment of the Subscription Services will maintain 99.75% Availability. Availability is calculated on a monthly basis as follows:

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

Monthly Minutes: means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

Maintenance Period: means a scheduled maintenance period within the applicable maintenance window identified below, when the Subscription Services are not available. The Maintenance Period is used for purpose of the Service Credit Calculation; UKG continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current maintenance window for UKG Pro Workforce Management and related Subscription Services covered by the same Services Description (except for UKG Pro Strategic Workforce Planning, which has maintenance windows on Saturday and Sunday at the same times indicated below) for each of the data center locations is:

- US/Canada Eastern Time every Thursday from 12:00 AM to 4:00 AM
- Australian Eastern Time every Thursday from 12:00 AM to 4:00 AM
- Central European Time every Thursday from 2:00 AM to 6:00 AM

The current maintenance window for HR Service Delivery and related Subscription Services covered by the same Services Description for each of the data center locations is:

- The Planned Maintenance Time may not exceed 120 minutes per calendar month. "Planned Maintenance Time" means the total number of minutes of planned maintenance and other UKG scheduled system activities in the given calendar month, including but not limited to the necessary time for: (i) regular upgrades to the UKG HR Service Delivery Subscription Services, (ii) technical maintenance of its platforms, and (iii) installing security patches.
- If these activities will impact the Availability of the HR Service Delivery Subscription Services, UKG will use reasonable efforts to provide Customer with advance notification (via e-mail for all customers having subscribed to the status page).

Total Minutes Not Available: means the total number of minutes during the calendar month that the Subscription Services is inaccessible as the result of an Outage.

Outage: means the Customer is unable to access the UKG tenant environment at any of its production data centers' internet connection points for reasons other than (a) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or its third party suppliers providing the Subscription Services; (b) the suspension of the Subscription Services in accordance with the terms of the Agreement.

Service Credit Calculation: An Outage will be deemed to commence when the Subscription Services is unavailable to Customer and ends when UKG has restored Availability to the Subscription Services. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits as defined below.

SLA Credits: If, due to an Outage, the Subscription Services does not maintain 99.75% Availability, Customer is entitled to a credit to Customer's monthly invoice for the affected month, such credit to be equivalent to 3% of Customer's monthly Subscription Services fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly Subscription Services fees ("**SLA Credits**"). SLA Credits become available starting the month after Customer's Subscription Services are live.

Reporting and Claims Process

UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming SLA Credits. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG's records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription Services and that changes in such utilization may impact UKG's ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Subscription Services than what is contracted with UKG and such change creates a material and adverse impact on the traffic balance of the UKG network, as reasonably determined by UKG, the Parties agree to co-operate, in good faith, to resolve the issue. Customer further acknowledges that SLA Credits shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting the Service Level Agreement as set forth herein in full and final settlement of any Subscription Services level claims. For the avoidance of doubt, the SLA Credits specified herein shall be in recognition of the diminished value of the Subscriptions Services resulting from UKG's failure to meet the agreed upon level of performance, and not as a penalty.

Exhibit 2

CUSTOMER SUPPORT POLICY

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response Time
High	<p>A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as:</p> <ul style="list-style-type: none">• Cloud outage• Unable to sign-off time cards• Payroll data accuracy or unable to process payroll• Totals are not accurate• Unable to collect punches from terminals• Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	<p>A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as:</p> <ul style="list-style-type: none">• Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes but balances are accurate)• Data display inaccuracies or inconsistencies across multiple tasks• Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	<p>Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as:</p> <ul style="list-style-type: none">• How do I set up a holiday pay rule?• How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

Support Exclusions

Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages

UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation

UKG's case resolution process is a team-based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at <https://www.ukg.com/support>.

Remote Support

UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community

UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options

As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

Exhibit “C-1” UKG Services Descriptions
UKG Ready Benefits COBRA Administration Services Description
Schedule 1 Duties of the Parties

Exhibit "C-1" UKG Services Descriptions UKG Ready Benefits COBRA Administration Services Description

UKG Ready Benefits COBRA Administration Services Description

1. Services Description

This Services description ("**Services Description**") applies to UKG's provision of UKG health care benefit administrative services in accordance with the Continuation Laws (the "**Subscription Services**") when set forth on the Order. Subscription Services shall be delivered by means of Customer's permitted access to the infrastructure hosting Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of the UKG Ready subscription services (collectively, the "**Agreement**").

2. Subscription Services

Customer sponsors one or more group health plans (each a "**Plan**" and collectively the "**Plans**") which are subject to the health care continuation coverage requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") or similar state continuation coverage laws which require the Plans to provide health care continuation coverage ("**State Continuation Laws**") (collectively, COBRA and State Continuation Laws shall be referred to herein as "**Continuation Laws**"). In the event of a conflict between the terms and conditions of this Services Description and the terms and conditions of the Agreement, the terms and conditions of this Services Description shall prevail as it relates solely to the COBRA Administration Services. All other terms and conditions of the Agreement shall continue to remain in full force and effect for all other purposes.

3. Engagement

Customer hereby engages UKG, on the terms and conditions set forth herein, to provide Subscription Services affecting the Plan's continuation of coverage under the applicable Continuation Laws.

4. Fees, Billing and Payment

Customer agrees to pay a continuation administrative fee ("Continuation Fee") to UKG for the Subscription Services of two percent (2%) of the premium charged for continuation coverage. Continuation Fees are collected by UKG from Qualified Beneficiaries when UKG collects the continuation coverage premiums.

Customer acknowledges and agrees that when amounts are held in a Premium Account, as defined in the attached Schedule 1, such amounts may be credited with interest (at the rate determined by the financial institution holding the account assets, and subject to any applicable state or local restrictions on interest bearing accounts, (which generally shall be a money market interest rate) and that by agreeing to this Services Description, Customer (acting in its capacity as a fiduciary to the Plan) is directing that such interest be paid to UKG as additional compensation for the COBRA Administrative Services.

5. Scope of Services & Duties of the Parties

The parties acknowledge and agree that both parties have necessary and material duties in performance of the services set forth in this Services Description and Schedule 1, which terms and conditions shall be incorporated as if fully set forth herein.

- a. **Beneficiary Notifications.** UKG will provide Qualified Beneficiaries with notification of continuation coverage rights and obligations as detailed in Schedule 1.
- b. **Collection of Premiums.** UKG will be responsible for the collection of premiums from Qualified Beneficiaries electing continuation coverage and for the distribution of the Qualified Beneficiary's premiums to the insurer or Plan, as applicable, less a 2% administrative fee.
- c. **Maintenance of Records.** UKG will maintain sufficiently detailed physical and/or computer records regarding Qualified Beneficiary notification, beneficiary election (or waiver) of benefits, and notification of conversion. UKG will maintain and keep all records including worksheets, receipts, and vouchers for seven (7) years after the documents to which they relate are filed unless otherwise exempted. UKG will transfer all retained records to Customer or its plan administrator if requested by the Customer in writing.
- d. **Beneficiary Requests for Information.** UKG will furnish any Qualified Beneficiary with retained plan information upon the beneficiary's written request.

6. Services Provided Strictly Through UKG Ready

Customer acknowledges and agrees that access to the Subscription Services provided under this Services Description will be facilitated through the UKG Ready subscription services ("UKG Ready"). All notices and information provided to UKG (including notices and information provided to UKG by Customer's employees, employees' spouses and dependents, Qualified Beneficiaries, and any other authorized person) must be submitted through UKG Ready in accordance with the requirements established by UKG. Customer further acknowledges and agrees that UKG is not liable for providing the Subscription Services (or a failure to

provide such services) if notices or information are not provided to UKG through UKG Ready, unless it is otherwise agreed in writing.

7. Not a Fiduciary or Plan Administrator; No Trust Created

The parties acknowledge and agree that UKG shall only perform functions that are administrative in nature, and that UKG is not acting as a Plan Fiduciary as defined by the Employee Retirement Income Security Act of 1974 ("ERISA"). Nothing in this Services Description shall be construed as an appointment of UKG as the Administrator of the Plan, as that term is defined in the Plan and by ERISA. Furthermore, nothing in this Services Description shall relieve Customer of any of the responsibilities that Customer assumes by adopting, executing, or administering the Plan, or otherwise by operation of law.

The parties further acknowledge and agree that UKG acts as a collection agent for the purpose of facilitating Customer's collection of continuation coverage premiums and Customer's remittance to the insurer or Plan, as applicable. Customer agrees that any premium funds paid by Qualified Beneficiaries or third parties to UKG are, and shall remain the general assets of the Customer, are not "plan assets" within the meaning of ERISA, and shall remain subject to the claims of Customer's creditors until such time as those amounts are remitted to the appropriate insurer or Plan. Customer further understands and acknowledges that UKG is not a financial institution and is not responsible for Customer satisfying any applicable trust requirements solely as a result of UKG's role as a collection agent.

8. Miscellaneous

These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

Customer acknowledges and agrees that any regulated financial services, including regulated aspects of any applicable payment services provided hereunder will be performed by Kronos SaaS, Inc. Customer further acknowledges and agrees that any regulated third-party administrator services provided hereunder will be performed by EverythingBenefits, Inc. Both Kronos SaaS, Inc. and EverythingBenefits, Inc., are subsidiary companies of UKG Inc.

With respect to either party's rights and/or obligations including but not limited to confidentiality, interpretation, enforceability (including UKG's ownership of the COBRA Administration Services, marks and other of its Intellectual Property, disclaimer of warranties, limited liability, notice provisions, and indemnification), limitation of liability, indemnification, governing law, jurisdiction, assignment, and/or any action, claim or dispute related to or brought under this Services Description, all matters shall be governed by the Agreement.

Schedule 1

Duties of the Parties

The following duties of the parties shall constitute necessary and material obligations of the parties:

A. UKG's Duties:

1. Notices:

- a. **General Notice.** UKG will provide an initial notice of continuation coverage rights under COBRA ("General Notice") to all of Customer's covered employees and their dependents covered under Customer's Plan within ten (10) days of receiving Customer's list of names, emails, and addresses of each such employee and covered dependent.
- b. **Election Notice.** UKG will provide Qualified Beneficiaries with notification of their continuation rights within fourteen (14) days of receiving Customer's notice of a Qualifying Event which has received Customer's final determination as detailed herein. Upon receipt of Customer's notice, UKG will make an initial determination as to whether a Plan participant has experienced a qualifying event triggering the right to continuation coverage under one or more Continuation Laws (a "Qualifying Event") and whether such participant is eligible to receive continuation coverage under the Plan (a "Qualified Beneficiary") and will notify Customer of this initial determination for Customer's final determination of eligibility.
- c. **Conversion Rights Notice.** If the Plan provides conversion rights, UKG will notify Qualified Beneficiaries within 90 days preceding the termination of the continuation coverage period of the right to convert to an individual health insurance policy upon the expiration of the continuation coverage period.
- d. **Other Notices.** UKG will provide such other statutorily required notices as Customer may request including notice of unavailability, notice of termination, and notice of plan changes within the time provided by law so long as Customer provides at least seven (7) days advance written notice to UKG.

2. Processing & Reporting:

- a. **Elections Forms.** UKG will process election forms received through UKG Ready from Qualified Beneficiaries and make initial determination of eligibility for confirmation by Customer.
- b. **Other Forms.** UKG will process early termination or extension applicability requests and make initial determinations for confirmation by Customer.
- c. **Reports.** UKG will provide reports regarding eligibility for and election of continuation coverage to the insurer for the Plan (with a copy to Customer) as necessary for the proper administration of continuation coverage consistent with the applicable Continuation Laws.

3. Premium Collection & Remittance:

- a. **Premium Collection.** UKG will invoice and collect insurance premiums from Qualified Beneficiaries in the amount of 100% of premium owed plus the 2% administrative fee.
- b. **Premium Remittance.** UKG will remit 100% of insurance premiums collected and owed to insurer or Plan, as directed by Customer, while retaining the 2% administrative fee paid by each Qualified Beneficiary.

Upon receipt of premium payments from Qualified Beneficiaries for continuation coverage, UKG will collect such amounts and hold them in a collective account (the "Premium Account") until the date established by the applicable insurer (or, as applicable, Customer or the Plan) when such amounts are required to be remitted, but no more frequently than monthly.

UKG will maintain and render an accounting of the premiums received from Qualified Beneficiaries for continuation coverage. As directed by Customer in writing, UKG will establish a separate Premium Account in the name of Customer for an additional fee.

If the premium paid for a Qualified Beneficiary's continuation coverage is less than the full current amount due, UKG will administer the partial payment consistent with the Continuation Laws and Treas. Reg. § 54.4980B-8, Q/A-5(d).

B. Customer's Duties:

1. **Maintain API Integration:** Unless otherwise agreed to in writing by UKG in connection with use of an alternative form, Customer will continue to license or otherwise operate a payroll / human resource software ("System of Record") that has an open application programming interface ("API") providing the ability to exchange necessary data with UKG Ready in order for UKG to provide the Subscription Services as set forth in the Services Description. In furtherance thereof, Customer will work in good faith with UKG to assist in resolving any technical or other business issues related to the System of Record or API necessary to facilitate integration between UKG Ready and the System of Record, whenever necessary.

2. **Submit Timely, Complete and Accurate Information:** Customer will furnish UKG with timely, complete and accurate information through UKG Ready (or an alternate form, if applicable) necessary for UKG to provide the Subscription Services as set forth in the Services Description, including, but not limited to providing: (a) the names of all Qualified Beneficiaries eligible to elect continuation coverage, as well as the Qualifying Event date and the type of event (e.g., termination of employment, divorce, loss of dependent status, etc.), employee census information (including the coverage that the employee had at the time of the Qualifying Event), and dependent information for all dependents covered under the Plan at the time of the Qualifying Event; (b) mailing addresses; and (c) premium amounts payable for such continuation coverage and any other information necessary to enable UKG to perform the Services under this Services Description.
3. **Review all Reports and Insurer Submissions for Accuracy:** Customer will review all eligibility and election reports provided by UKG to the Customer or the insurer, and timely notify UKG of any errors or discrepancies in such reports within 10 business days. UKG will not be liable for any errors or discrepancies reported by Customer more than 10 business days after UKG has issued the subject report to Customer.
4. **Correct and Remediate Errors:** Customer agrees that Customer will resolve any discrepancies or inconsistencies in data or information maintained by any insurer (e.g., improper premium charge, error in eligibility for coverage, etc.) and Customer will provide updated information to UKG within five (5) business days of such resolution.

Customer further agrees to notify UKG as soon as possible, and at least forty-five (45) business days in advance, of any changes in Plans, Plan designs, Plan rates or premium charges or selected insurance carriers, regardless of whether such changes are deemed mid-year changes or end-of-year changes.

Customer acknowledges that information not provided to UKG at least ten (10) business days in advance of an insurer's established deadline will be deemed untimely under this Services Description and may result in liability to Customer.

UKG is entitled to rely on the accuracy, completeness, and timeliness of the information provided by Customer and Customer acknowledges and agrees that it retains all liability for the provision of continuation coverage to a Plan participant (including enrollment and related administration) if Customer provides UKG with incorrect, incomplete, or untimely information, including but not limited to, information regarding such participant's status as a Qualified Beneficiary eligible for continuation coverage under the Continuation Laws.
5. **Designate Authorized Person:** Customer will Provide UKG through UKG Ready or as otherwise requested by UKG (e.g., the alternative form, if applicable) with the name of the individual(s) authorized to act on Customer's behalf (an "Authorized Person") in fulfilling Customer's duties as detailed in this Services Description.
6. **Establish Plan Cost and Payment Grace Period; Collect Outstanding Payments:** Customer will advise UKG of the cost of the Plan for continuation coverage and the premium amount to be charged to Qualified Beneficiaries, as well as the length of the grace period within which Qualified Beneficiaries must make payment in order to avoid the loss of continuation coverage as established under the Plan. Customer shall also be solely responsible for the collection of past due premiums owed by Qualified Beneficiaries to whom continuation coverage was provided.
7. **Obtain Consents for Electronic Communication:** Customer will ensure that its employees and plan participants are advised that the General Notice will be communicated through email by default and that they consent to such electronic communication. In the event that Customer does not obtain such consent, Customer agrees to print the content (i.e.: text) of the General Notice from UKG Ready and provide such notice to the employee in a manner that ensures actual receipt (which may require providing a separate notice to the employee's spouses/dependents). In the event that neither option above is available, Customer agrees to advise UKG that General Notices may have to be delivered by mail and acknowledge that additional fees may apply.

Exhibit “C-1” UKG Services Descriptions

UKG Ready Services Description

Exhibit 1 UKG Support Policy

Exhibit “C-1” UKG Services Descriptions UKG Ready Services Description

UKG Ready Services Description

1. Scope

- 1.1** This Services Description applies to UKG’s provision of the commercially available version of UKG Ready software as a service in UKG’s hosting environment and related services as listed in Section 1.2. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer’s use of Subscription Services and other Services (collectively, the “Agreement”).
- 1.2** This Services Description applies to the following Subscription Services and other Services when included on the order: UKG Ready Time, UKG Ready HR, UKG Learning, UKG Ready Scheduler, UKG Ready Recruiting, UKG Ready Leave, UKG Ready Attestation, UKG Ready Performance, UKG Ready Access Control, UKG Ready People Insights, UKG Ready Integration Hub, UKG Ready Learning, UKG Ready Expense Tracking.
- 1.3** Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Right to Access and Use

- 2.1** UKG will provide Customer with access to and use of the Subscription Services during the Order Term (which includes the Initial Term and the successive Renewal Terms). Customer’s right to access and use the Subscription Services is limited to the specific Subscription Services specified on the Order and as described in this Services Description and the Order.
- 2.2** UKG will monitor Customer’s usage of the Subscription Services in order to calculate the usage portion of the monthly service fees. The Subscription Services will be priced on the basis identified on the Order: (a) per month; (b) per active employee (“Active Employee”) per month usage; (c) per compensated employee (“Compensated Employee”) per month usage; (d) per transaction (e.g. pay statement); or, (e) per access point, as applicable. For such purposes, an employee will be deemed an Active Employee or Compensated Employee, as applicable during a billing period, if: (i) time has been entered for the employee; (ii) records are included for the employee for the purpose of processing payroll; (iii) records are included for such employee within an import/export process; (iv) the employee has access to the Subscription Services; (v) benefit time has been accrued for the employee; or (vi) the employee has been marked by Customer in the Subscription Services as having an “Active” status during the period. An employee is not an Active Employee or Compensated Employee when identified with “Is Terminated” status in the Subscription Services.

3. Fees, Payment and Invoicing

- 3.1** Customer will pay UKG the Subscription Services fees for the Monthly Minimum Quantity set forth in the Order and, where applicable, for any additional use of the Subscription Services in excess of the Monthly Minimum Quantity (“Usage Overage”).
- 3.2** UKG will invoice the Customer for the Subscription Services fees as follows: i) the Monthly Minimum Quantity, commencing on the Billing Start Date, and thereafter in accordance with the Billing Frequency stated on the Order; and (ii) the Usage Overage, commencing on the earlier of the Billing Start Date or the date that Customer begins use of the Subscription Services in the UKG production environment, and monthly in arrears thereafter, unless agreed otherwise in the Order.
- 3.3** Notwithstanding section 3.2 above and as it relates to the Monthly Minimum Quantity, the parties agree that: (i) if the Billing Start Date is on or before the 15th day of a calendar month, UKG will invoice Customer the Subscription Services fee for the Monthly Minimum Quantity for that month and each remaining month of the Order Term; and if the Billing Start Date falls after the 15th day of the calendar month, UKG will invoice Customer for the Subscription Services fees of the Monthly Minimum Quantity on the first day of the following calendar month and each remaining month of the Initial Term.
- 3.4** The monthly Subscription Services fees (based on the number of employees multiplied by the applicable Subscription Services fee) may increase or decrease if the number of employees (e.g. Active Employees; Compensated Employees) increases or decreases, but in no event will the monthly Subscription Services fee be calculated on less than the Monthly Minimum Quantity of employees as set forth in the Order.

4. Customer Data

4.1 Customer may retrieve Customer Data at no additional charge during the then current Order Term and for no more than thirty (30) days after the expiration or termination of the Agreement, unless otherwise mutually agreed by the Parties.

5. UKG Support Policy

5.1 The UKG Support Policy is set forth in Exhibit 1 of this Services Description.

EXHIBIT 1

UKG Support Policy

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response Time
High	<p>A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as:</p> <ul style="list-style-type: none">• Cloud outage• Unable to sign-off time cards• Payroll data accuracy or unable to process payroll• Totals are not accurate• Unable to collect punches from terminals• Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	<p>A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as:</p> <ul style="list-style-type: none">• Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes but balances are accurate)• Data display inaccuracies or inconsistencies across multiple tasks• Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	<p>Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as:</p> <ul style="list-style-type: none">• How do I set up a holiday pay rule?• How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, Dutch, German and Spanish in some regions during local business hours.

Support Exclusions

Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages

UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation

UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at <https://community.kronos.com/s/article/KB13193>.

Remote Support

UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community

UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options

As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

Exhibit “C-1” UKG Services Descriptions

UKG Ready Payroll Services Description

Pricing Exhibit

Exhibit “C-1” UKG Services Descriptions UKG Ready Payroll Services Description

UKG Ready Payroll Services Services Description (United States and Canada Only)

1. Scope

1.1 This Services Description applies to UKG’s provision of the commercially available version of UKG Ready Payroll Services as listed in Section 1.2. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer’s use of the Subscription Services and other services (collectively, the “**Agreement**”).

1.2 This Services Description applies to the following Subscription Services and other Services when included on the Order (collectively referred to as “**UKG Ready Payroll Services**”): UKG Ready Payroll Services, UKG Smart Check (United States Only), Check Printing and other related services as described herein and as selected by the Customer during the implementation process.

1.3 Customer acknowledges and agrees that the UKG Ready Payroll Services may only be used in conjunction with UKG Ready. Furthermore, Customer hereby grants UKG consent to administrative access rights to the Ready Platform for the purpose of fulfilling UKG’s obligations under this Services Description.

1.4 Regulated financial services, including regulated aspects of the UKG Ready Payroll Services provided under this Services Description, will be performed by Kronos SaaShr, Inc. (in the United States) and The Ultimate Software Group of Canada, Inc. (in Canada), both subsidiaries of UKG Inc. For the purposes of this Services Description, references to “UKG” include Kronos SaaShr, Inc. and The Ultimate Software Group of Canada, Inc. as applicable. This Services Description is available in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna except where otherwise noted) and Canada, and shall only be provided with respect to Customer’s payroll obligations for United States-based employees and Canada-based employees of Customer and Covered Entities.

1.5 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Definitions

“**ACH**” means the network used for electronic payments and money transfers, Automated Clearing House.

“**Business Day**” means any day of the year other than: (a) Saturday, Sunday; (b) a day on which the banking institution of any applicable Customer legal entity is closed; or (c) an applicable statutory or civic holiday.

“**BN**” means Canadian business number.

“**Covered Entities**” means the Customer and the Customer’s Affiliates using UKG Ready Payroll Services.

“**CPA**” means the Canadian Payment Association operating under the brand name “Payments Canada”, which administers the rules for processing electronic payments in Canada.

“**Customer Payee**” means an employee or individual receiving a check, direct deposit or other compensation from Customer using the UKG Ready Payroll Services.

“**Drawee**” means the member or other institution to which a debit payment item is addressed, and which is directed to pay the specified amount of money

“**EFTPS**” means U.S. Treasury Department’s Electronic Federal Tax Payment System.

“**FEIN**” means U.S. Federal Employer Identification Number.

“**Garnishment Liabilities**” means that portion of Payroll Liabilities relating to wage garnishments, including federal and state tax levies, bankruptcy orders, student loan, child support and spousal support withholding orders.

“**NACHA**” means the National Automated Clearing House Association. NACHA administers the rules for processing ACH transactions through the ACH network.

“**PAD**” means an electronic payment method that is drawn on an account held by a Covered Entity pursuant to the terms of a pre-authorized debit agreement between both parties to be executed during Customer on-boarding.

“Payroll Liabilities” means, as applicable, the U.S. Payroll Tax Liabilities, Garnishment Liabilities and third party payments and net wages related to a designated payroll check date that Customer owes but has not yet paid and has elected for UKG to collect and pay on their behalf.

“Payroll Tax Liabilities” means that portion of Payroll Liabilities relating to payroll taxes, including all applicable: (i) U.S. federal, state and local taxes, Social Security and Medicare; and (ii) Canadian federal, provincial and territorial government source deductions, both of which may include income tax withholding and Employment Insurance Premiums.

“Pricing Exhibit” means the pricing exhibit included at the end of this Service Description, which sets out UKG’s standard fees for certain miscellaneous services, as applicable, such as W2/1099, T4, RL-1, printing services, fees for tax accounts with an “applied for” status, ACH and PAD returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations), stop payment fees (for Customers purchasing UKG SmartCheck) and preparing/filing of amended returns.

3. Payroll Services

3.1 Customer agrees that the UKG Ready Payroll Services shall be provided in accordance with the Order, the UKG Ready Services Description and this Services Description. Standard fees for certain miscellaneous services can be found in the Pricing Exhibit.

3.1.1 For U.S. Payment Services, Customer will submit payroll and tax monies via one of two funding methods: (i) ACH funding, or (ii) draw down wire (**“Draw Down Wire”**) funding. Customer is only eligible for ACH funding if approved by UKG, and UKG may withdraw such approval if it determines Customer no longer meets eligibility requirements. Customer will be required to utilize the Draw Down Wire funding method if Customer is not approved for ACH funding.

3.1.2 For Canadian Payment Services, Customer will submit payroll and tax monies via one of two funding methods: (1) Customer initiated wire (**“Customer Initiated Wire”**), or (2) PAD. Customer is only eligible for PAD funding if approved by UKG, and UKG may withdraw such approval if it deems that Customer is no longer meeting the eligibility requirements. Customer will be required to utilize the Customer Initiated Wire funding method if not approved for PAD funding.

3.2 Customer agrees to provide, as applicable, the FEIN, BN and other information about its Covered Entities to UKG so that UKG can provide UKG Ready Payroll Services. Customer shall, on its behalf and on behalf of its Covered Entities, maintain and provide to UKG accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable UKG to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, UKG files a tax return containing “Applied For” status, then Customer agrees and acknowledges that it releases UKG from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

3.3 UKG Ready Payroll Services will not commence until Customer (or the applicable Covered Entity) provides to UKG all of the forms and documents requested by UKG. Any agreed timelines shall be automatically adjusted accordingly and UKG shall have no liability resulting from any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of UKG Ready Payroll Services, Customer shall, and shall cause all Covered Entities to, timely provide to UKG other forms and documents requested by UKG that are required by UKG to deliver UKG Ready Payroll Services during the Term.

3.4 UKG is not responsible for (i) the payment of any Customer taxes or filing of any Customer tax returns prior to the first check date of the payroll, and (ii) any liability related to taxes, which UKG did not collect from Customer, including, without limitation, failure to collect due to non-sufficient funds or other funding issues (collectively **“NSF”**).

4. Payroll Services, Schedule and Exchange of Information

Customer authorizes and appoints UKG as attorney-in-fact or reporting agent in order for UKG to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities in all applicable tax jurisdictions. Customer authorizes UKG via the applicable funding method to: (a) debit Customer’s or, as applicable, Covered Entity’s demand deposit account or accounts at an applicable financial institution to be used in connection with UKG Ready Payroll Services (the **“Customer Account”**) for all payroll tax obligations and credit the same amount to an account designated by UKG, which may be held in trust by a third party trustee (the **“Payroll Services Accounts”**), which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer (**“EFT”**), Electronic Data Interchange (**“EDI”**), ACH, wire payment cheque or check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis. UKG may remove itself as attorney-in-fact or reporting agent, in its sole discretion, with at least ten (10) Business Days’ advance written notice to Customer. Authorization of UKG as attorney-in-fact or reporting agent does not relieve Customer of

its responsibility for ensuring the timely filing and completion of all tax returns, FTDs, and FTPs, as applicable, and Customer is solely responsible for any liabilities resulting therefrom.

The parties agree with the following UKG Ready Payroll Services Schedule:

US Data Remittance and Funding Schedule	
Data Remittance	Customers are expected to close and submit payroll two (2) Business Days prior to the applicable check/cheque date(s) by: 3:00 PM ET for ACH 1:30 PM ET for Draw Down Wire
Payroll Finalized	UKG will finalize the payroll on the day it is submitted, provided it is submitted according to the Data Remittance schedule above. Payroll submitted after the deadline will be finalized the next Business Day. Funds must be available in Customer's designated bank account(s) at the opening of the Business Day in accordance with the payroll funding schedule below based on the funding method.
Payroll Funding Schedule	ACH: One (1) Business Day prior to the payment date.
	Draw Down Wire: UKG will initiate the wire request prior to 2:30 pm ET. Funds must be received no later than 4:30 ET on the date payroll is finalized.

Canada Data Remittance and Funding Schedule	
Data Remittance	Customers are expected to close and submit payroll two (2) Business Days prior to the applicable check/cheque date(s) by: 3:00 PM ET for PAD 1:30 PM ET for Customer Initiated Wire
Payroll Finalized	UKG will finalize the payroll on the day it is submitted, provided it is submitted according to the Data Remittance schedule above. Payroll submitted after the deadline will be finalized the next Business Day. Funds must be available in Customer's designated bank account(s) at the opening of the Business Day in accordance with the payroll funding schedule below based on the funding method.
Payroll Funding Schedule	PAD: One (1) Business Day prior to the payment date
	Customer Initiated Wire: Customer will initiate the wire funding with their bank immediately following payroll submission but no later than 2:30 pm ET on the date payroll is finalized.

Submission of payroll by Customer less than two (2) Business Days prior to Customer's scheduled check date may result in the requirement to utilize an alternative funding method; delay the processing of the banking transaction; and other transaction(s). If payroll is submitted less than two (2) Business Days prior to the applicable check date, funds may not be available in employee accounts at the opening of the banking day. UKG is not responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date nor is UKG responsible for any taxes which UKG did not collect from Customer (including without limitation, failure to collect due to NSF).

Customer shall review all reports and documents made available to Customer pursuant to this Section 4, within five (5) Business Days after receipt of notification of availability.

5. Data Remittance

Customer will complete and close payroll using the time and delays outlined in the table above. Customer acknowledges that the data and all information from the completed payroll from the UKG Ready Payroll Services will be the basis for UKG Ready Payroll Services as provided for herein. UKG will not be liable for any invalidity or inaccuracy caused by Customer or Customer Data unless Customer so notifies UKG within one (1) business day of Customer's completion of payroll for the applicable check/cheque date or within ten (10) days of quarterly records being made available to Customer by UKG.

6. Cash Management and U.S. Reporting for Cash Collection

6.1 Funds Collection

Customer funds will be collected to cover Payroll Liabilities and other Customer liabilities pursuant to this Services Description (including but not limited to additional tax payments, penalties and/or interest resulting from tax notices or amendments or quarter-end variances).

Customer shall maintain authorization to enable UKG to initiate ACH, PAD, and Draw Down Wire, as applicable, of the Covered Entities' designated bank account(s) and to maintain good and sufficient collected funds in the Covered Entities' designated bank account(s) to cover all funding transactions hereunder. For quarter end and year end reconciliation purposes, UKG will utilize standard ACH services to reconcile Customer tax remittances and liability variances. UKG shall use commercially reasonable efforts to notify the Customer not less than three (3) Business Days prior to UKG causing a debit of the Covered Entities' bank account for the amount required to satisfy such variances.

Customer will be assigned an ACH or PAD processing limit. UKG reserves the right to adjust the processing limit and will provide notice to Customer. If Customer's payroll exceeds this processing limit, then the Customer will receive a notification from the UKG Ready Payroll Services that the Customer's payroll must be funded immediately by a Customer-Initiated Wire transfer.

Prior to Customer using UKG Ready Payroll Services in a production environment or when Customer is changing their designated bank account(s), Customer authorized UKG to establish and successfully test authorization with its bank to allow for ACH, PAD and Draw Down Wire in accordance with the terms of this Services Description. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify UKG in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s).

Customer is not permitted to push funds via ACH or EDI nor engage in currency exchange between Canadian funds and United States funds. UKG's designated Canadian financial institution will be in Canada, and UKG shall remit Customer's statutory deductions using Canadian currency.

6.2 Banking Transactions

United States (U.S.) Payment Regulations

Delivery of UKG Ready Payroll Services in the U.S. is subject to the laws and regulations of the banking industry, including but not limited to, the operating rules of the NACHA. Customer grants UKG the authority to issue payments on behalf of Customer.

In addition, Customer agrees to comply with the NACHA rules applicable to it with respect to Customer's use of UKG Ready Payroll Services and Customer agrees that UKG shall have the right to require, on a reasonable basis, Customer to demonstrate its compliance with NACHA rules. Customer agrees not to originate transactions that violate applicable laws and regulations, including but not limited to anti-money laundering laws and regulations such as the Bank Secrecy Act, as amended by the USA PATRIOT Act. International transactions are not allowed under UKG Ready Payroll Services. Customer will notify UKG if Customer is providing instructions to UKG to process payroll on behalf of a third party.

Canada Payment Regulations

Delivery of UKG Ready Payroll Services in Canada is subject to applicable laws and regulations of the banking industry. Customer grants UKG the authority to issue payments on behalf of Customer.

Customer agrees not to originate transactions that violate applicable laws and regulations, including without limitation the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and any and all anti-money laundering laws and regulations.

General

In the event that UKG is prohibited from performing any portion of the UKG Ready Payroll Services due to a banking institutions' restrictions or other applicable regulatory restrictions, then UKG shall have the option to immediately suspend or terminate such UKG Ready Payroll Services upon written notice to Customer.

6.3 Investment of Funds

UKG shall pay Customer's Payroll Liabilities to the designated recipient of such Payroll Liabilities (to the extent that Customer has made available the required funds in accordance with the terms of this Services Description). Customer funds held by UKG will be segregated from other funds of UKG, but may be commingled with funds of other customers. UKG is entitled to all net income generated on any funds held pursuant hereto.

6.4 Record of Collections and Disbursements

Customer shall examine all records of any disbursements made available to Customer for validity and accuracy and promptly notify UKG of any inaccuracies or inconsistencies.

Any specific record retention schedules established by governmental entities and other requirements applicable to Customer are the sole responsibility of Customer and excluded from the Services. UKG is not responsible or liable for the maintenance or retention of disbursement records.

6.5 Receiving Depository Financial Institution / Drawee

Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution / Drawee ("RDFI") providing authorization that will require Customer's RDFI to honor all Draw Down Wire, ACH, and PADs received from UKG; (b) promptly notify UKG of any discrepancies between transaction amounts and the amounts expected by Customer; and (c) notify UKG immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

6.6 Transaction Reversal.

Customer may submit a request to cancel a previously submitted transaction. The reversal request is utilized primarily to reverse direct deposits made to employee accounts in error. UKG and/or the applicable financial institution's then- standard fees for reversals will apply. Customer may initiate a reversal request by submitting a voiding transaction in the UKG Ready Payroll Services. Once the reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds from the employee's bank account is initiated. If the reversal request to the employee's account is denied (for example, due to NSF), UKG will debit the total amount of the NSF and any banking fees/charges associated with the denial from Covered Entity's designated bank account(s). UKG will not reattempt collection of any NSFs from employee accounts. Customer is solely responsible for obtaining reimbursement from employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

7. Document Execution and Adjustments

Customer agrees that it will promptly respond to any and all reasonable requests, including without limitation execution of required documents, made by UKG for the purpose of UKG's performance of UKG Ready Payroll Services.

UKG may amend or update the terms of this Services Description only as reasonably determined by UKG or as mandated by any governmental agency, taxing authority, banking partners or an authority overseeing banking or remittance transactions, provided such amendment or update does not adversely impact Customer's normal business operations. In such an event, Customer shall have the option to reject such amendment or update, in good faith, within thirty (30) days of receipt of notice of such amendment or update by providing written notice to UKG. In the event Customer rejects an amendment or update to the terms of this Services Description and such rejection materially inhibits or prohibits UKG's ability to perform any portion of the UKG Ready Payroll Services, UKG shall have the option to terminate the UKG Ready Payroll Services (or any portion thereof) upon written notice to Customer.

Failure of Customer to promptly and accurately perform its obligations hereunder may result in additional fees or costs to Customer as outlined in the Pricing Exhibit.

In the event of termination, Customer is fully liable for actions taken by UKG resulting from Customer's failure to provide UKG a timely UKG Ready Payroll Services termination form, including resolving duplicate filing issues with applicable agencies.

8. Data Retention

UKG is not responsible for storing copies of Customer Data when UKG no longer requires such information to provide UKG Ready Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Unless otherwise required by Applicable Law, upon termination of this Agreement, UKG may dispose of Customer Data in accordance with UKG's data retention policy in effect from time to time. In the case of termination of one but not all UKG Ready Payroll Services, UKG may dispose of Customer Data not related to the remaining UKG Ready Payroll Services, unless otherwise required by Applicable Law, in accordance with UKG's data retention policy in effect from time to time.

Notwithstanding anything to the contrary in this Agreement, each party's use and disclosure of tax return information pursuant to or in connection with this Agreement shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

9. Additional Terms

9.1 General Terms

UKG services listed below are available to Customer in addition to tax filing services as part of the UKG Ready Payroll Services. Additional services may be made available and subject to the Pricing Exhibit. UKG is not responsible for any pre-existing errors or similar matters arising prior to commencement of UKG Ready Payroll Services or for any errors that may occur in the event the Customer fails to: (i) provide UKG with all necessary, complete, and accurate information; or (ii) fund the relevant amount of Payroll Liabilities for any payroll check date.

In addition to, and without limiting UKG's other rights hereunder, in the event that Customer fails to materially comply with its obligations under this Services Description, UKG may terminate any portion of the UKG Ready Payroll Services upon written notice to Customer.

9.2 Tax Information Acknowledgment:

As required by the Internal Revenue Service in the United States, specific information must be disclosed by the employer to taxpayers that utilize a third party to perform tax filing services on its behalf.

Customer acknowledges that it is responsible for the timely filing of employment tax returns and the timely payment of employment taxes for its Customer Payees, even if Customer has authorized UKG to file the returns and make the payments on its behalf. Customer is solely responsible for any penalties and interest assessed by federal, state and local jurisdictions, except to the extent that UKG's negligence results in the assessment and provided that: (i) Customer gives timely notice to UKG, but not later than ten (10) calendar days from the day the Customer received the notice from the tax authority; and (ii) Customer mitigates its damages including timely appeals or assigning appeal rights to UKG.

The Internal Revenue Service recommends enrollment in the EFTPS to monitor your account and ensure that timely tax payments are being made. Enrollment in the EFTPS may be done online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

9.3 Credentials

Customer understands and acknowledges that the implementation and ongoing provision of UKG Ready Payroll Services are conditioned upon Customer and each Covered Entity passing (and continuing to pass) a credentialing process that UKG may deem necessary in connection with the provision of UKG Ready Payroll Services. UKG shall have the right to: (i) refuse to provide the UKG Ready Payroll Services for Customer with respect to any Covered Entity that does not pass UKG's initial credentialing process; (ii) terminate UKG Ready Payroll Services for any Covered Entity that does not continue to pass UKG's ongoing credentialing process; and (iii) terminate the UKG Ready Payroll Services, and the Agreement, if Customer does not continue to pass UKG's ongoing credentialing process. Customer is solely responsible for complying with all applicable laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf UKG is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC) or sanctions legislation enacted by Canada. Customer shall also be responsible for: (i) performing, and ensuring passage of, "know your customer" due diligence on all Covered Entities prior to requesting UKG to provide any UKG Ready Payroll Services to such Covered Entities and (ii) providing UKG with the information as may be reasonably requested by UKG, for each Covered Entity prior to UKG providing UKG Ready Payroll Services to such Covered Entity. Customer agrees to provide UKG with an accurate and complete listing of Covered Entities receiving any UKG Ready Payroll Services and to inform UKG promptly of any changes in any Covered Entity information previously provided to UKG.

10. Additional Services

10.1 ACH Child Support & Third Party Vendor Processing (U.S. Only) - UKG will provide ACH Child Support & Third Party Vendor Processing which means the impoundment and remittance of funds for third party payments, such as child support, via ACH to the applicable state child support agencies or other applicable payees. UKG is not responsible for providing additional administrative services, including, but not limited to, agency research and account reconciliation. Customer is solely responsible for the setup of the vendor and garnishment information in the UKG Ready Software in accordance with the UKG Ready Documentation and UKG is not responsible for same. UKG is not responsible for any errors that result from Customer's failure to comply with this paragraph.

10.2 Direct Deposit Services (U.S. Only) – means providing on behalf of Customer electronic money movement and related banking services via UKG's ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts.

10.3 UKG SmartCheck (U.S. Only) - means the issuing of employee payroll checks from Payroll Services Accounts. This service is only available if UKG Ready Payroll Services with UKG SmartCheck appears on Customer's Order Form. If Customer uses Payroll Services Accounts for distribution of funds via check, any stale dated checks will be voided and the funds returned to the Customer. The Customer is responsible for complying with all applicable unclaimed property reporting requirements. Customers electing this service must ensure that checks are not distributed to employees for payment prior to the Check Date. All checks issued on a Payroll Services Account must be printed by UKG for distribution.

10.4 Check Printing and Fulfillment Services.

U.S.: means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by UKG for shipping of documents and/or checks. Unless Customer has purchased UKG SmartCheck, employee payroll checks will be drawn on the Customer's bank.

Canada: means the printing of employee payroll cheques, cheques drawn on a Customer's bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by UKG for shipping of documents and/or cheques. Payroll cheques will be drawn on the Customer's bank.

10.5 Year End Tax Forms and other filings. UKG will proceed with electronic filing tax form as detailed below, subject to the Pricing Exhibit:

U.S.:

Filing W2 - the electronic filing of employee W2 forms with all applicable federal and state tax jurisdictions. Specific timelines are established for Customer to promptly complete its year-end requirements in order for UKG to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the Social Security Administration, as well as all 50 state and local tax agencies, **excluding** Puerto Rico, U.S. Virgin Islands, Guam and Marianna.

1099 Filing - the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year-end requirements in order for UKG to timely fulfill its obligations.

New Hire Reporting – the electronic filing of new hire reports based on applicable state reporting requirements. Customer will be required to register for multiple state reporting if required to file in more than one state and to maintain the registration as may be required. UKG will only report new hires to states that will accept electronic filing.

Canada:

Customer is responsible for the following year-end filings:

- Upload XML Files (T4's, RL1's) to CRA and Quebec (if applicable) from UKG Ready Payroll Services
- File Provincial Annual Returns
- File Statement of Wages for Worker's Compensation (if applicable)
- Customer required to prepare and file form T4A and RL1 Summary

Pricing Exhibit

These items are charged in addition to the standard monthly per employee per month fee ("PEPM") as they are incurred for UKG Ready Payroll Services. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred. Some services may not be available in Canada. For details on service availability in Canada, please contact us.

1. W-2/1099 Printing/ T4/ RL1	US \$2.95 per form CA \$2.95 per Canadian form
Customers may elect to have UKG print W2 forms for employees who have not elected to receive an electronic copy. Forms will be printed on pressure seal forms and bulk shipped to the Customer for distribution or mailed directly to employees (see #9 below). Customer may print W2 forms directly from the UKG system for no additional fee.	
2. Non-Sufficient Funds ("NSF") Fee	US \$200.00 per transaction
If the ACH or PAD Funding Method is initiated for a transaction and the transaction fails because the Customer does not have the required funds in their designated account, has not set-up the proper authorization with their bank as required by and provided in the Services Description or any other reason, causing UKG to be issued a notice of NSF or similar notification that the transaction could not be processed, UKG in addition to all its rights under the Services Description, will also charge Customer an NSF Fee for each applicable transaction.	
3. "Applied For" Status of Tax Jurisdictions (U.S. Only)	US \$38.50/month per account
When a company begins to withhold taxes for their employees in a new jurisdiction the company must apply to that jurisdiction for a tax filing ID number. A tax code is in an "Applied for" Status if the "Applied for" box on the tax code is checked within the platform or if the tax code ID number is left blank. Where accepted by the applicable jurisdiction, UKG will remit taxes and file returns but will charge a fee of US \$38.50/month for each active tax code until a tax ID number is obtained due to the manual work associated with filing for Applied For accounts.	
4. Stop Payment Fee (U.S. Only)	US \$20.00 per check
For customers who have purchased UKG Ready Payroll Services with UKG Smart Check, if a check issued on a Payroll Services Account, must have a stop payment placed on it with the bank, this fee will apply.	
5. ACH Returns / Notice of Changes (U.S. Only)	
Second notice if on same receiving bank account	US \$55.00
Additional notice if on same receiving bank account	US \$82.50 per occurrence
This fee is charged when either an ACH transaction is rejected by the bank (ACH Return), or when there has been a change to an employee's direct deposit routing number or account number that was not updated in the system and the bank must manually change the information to process the transaction (Notice of Change – "NOC"). In either case, UKG will notify the Customer of the return / notice received. If the information is corrected the fees above will not apply. If the Customer does not fix the account before the next payroll, and an additional notice from the bank is received (the "second notice"), UKG will charge a fee of US \$55.00. Thereafter UKG will charge an additional US \$82.50 for each notice received on the same account (an "additional notice"). These fees apply to all transactions processed with the bank regardless of whether any funds are returned.	
6. OffCycle Payrolls (U.S. Only)	US \$55.00 per payroll
Every scheduled payroll is included in the PEPM fee. This includes the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled bonus payroll (performed each quarter, etc.), if it is included in the payroll schedule within the platform. Off-cycle payrolls occur outside this process. These are usually performed to fix errors in the	

current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or "one off" payroll runs. Customers may choose to issue manual checks rather than run an off-cycle payroll, in which case this fee would not apply.

7. Split Distributions (U.S. Only)

US \$5.50 per split

For each individual payroll processed within the platform, printed pay statements and vouchers will be shipped to ONE designated location for no additional fee (shipping fees will be charged by provider directly to Customer). Customers may configure the platform to have pay statements and vouchers printed by Cost Center and have each Cost Center ship to a different location. The Split Distribution fees cover the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same processed payroll. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi-weekly) into one package for distribution - that is not a delivery process supported by UKG. Split distribution is only available for pay statements and vouchers.

8. Amended Returns (U.S. Only)

US \$137.50 per amendment

Filing all applicable US-only payroll federal/state/local tax returns as indicated in this Services Description is included in the PEPM fee. When adjustments are made to prior period payroll transactions that require UKG Ready Payroll Services to create a modified or "corrected" tax return to be filed with the taxing authorities, a fee of US\$137.50 will be incurred per amended return.

9. Mailing Individual Checks (U.S. Only)

US \$0.75 per document

The preferred method of delivery is for each Customer to have all documents delivered using the Customer's shipping account. If the Customer wants to have the employee's pay checks, direct deposit vouchers, W2s, 1099 forms and/or 1095C statements delivered directly to the employee's home address, this fee will apply to each form mailed through the USPS and includes the applicable postage fees. This fee may be adjusted by the amount of any increase in standard postage by the USPS. UKG will guarantee that W2s/1099s will be mailed by January 28th of each year but cannot guarantee that delivery to the employee will occur by January 31st of each year.

10. 1095C Printing (U.S. Only)

US \$2.95 per form printed

Customers may request that UKG print their 1095C forms at the end of the calendar year. Forms are printed on pressure seal stock and either shipped to the Customer for distribution to employees or mailed directly to the employee's home address if so elected by Customer (reference item #9, above). Customers may also print the forms themselves directly from the UKG Ready Payroll Services for no additional fee.

11. Payroll Rollback- after Payroll Submission (U.S. Only)

US \$275.00 per request

A request from the Customer to rollback a finalized payroll prior to funding initiation. If the Customer has submitted a payroll but the payroll is not yet finalized by UKG, the Customer can re-open the payroll without charge.

12. Reopen Quarter-End or Year-End Tax Year

US \$550.00 per request

Request initiated by Customer to reopen a previously closed quarter or tax year, in order to process corrections.

13. QTR Filing – Inactive EIN's (U.S. Only)

US \$137.50 per quarter

If the Customer has no wages in a Covered Entity but has not notified UKG to stop filing for the Covered Entity, or closes a Covered Entity and requests that UKG file zero returns for a quarter, this fee will apply. The US \$137.50 fee applies for each quarter filed with zero returns.

14. Quarter Closing Late Fee

US \$225.00 per day per EIN
CA \$225.00 per day per EIN

The Customer does not complete the quarterly closing and sign-off process by the established and communicated deadline.

15. Year End Closing Late Fee

US \$225.00 per day per EIN
CA \$225.00 per day per EIN

The Customer does not complete the year-end closing and sign-off process by the established and communicated deadline.

16. Reprint of W2, 1099, T4, or RL-1

US \$11.00 per form reprinted
CA \$11.00 per form reprinted

Customer requests reprinting of a W2, 1099, T4 or RL-1 on pressure seal paper stock. Customer can print reprints directly from the UKG Ready Payroll Services for no additional fee.

17. W-2C Services (U.S. Only)

US \$35 Base Fee + \$5.00 Per Form

Customers whose W-2s were processed and filed by UKG, may request a corrected form W-2 for an employee (W-2C). UKG will work with the Customer to process any applicable year end correction payrolls, generate the W-2C(s), and file the corrected form(s) with the Social Security Administration (SSA). Upon request, UKG will also file any necessary amended returns as a result of the W-2 correction (reference item #8, above). Customers may also create and file W-2Cs themselves directly through the SSA site for no additional fee. This service is only available for tax year 2019 onwards.

18. Fed/ State / Prinvincial Wire Fee

US \$82.50 per wire
CA \$82.50 per wire

If UKG must send a direct wire for Customer tax payments, rather than a standard EFTPS tax payment, a fee of \$82.50 for federal and \$82.50 for each applicable state will be incurred. This would typically only occur if the Customer has submitted or funded their account late, such that in order to avoid tax penalties, UKG must cause the issuances of a wire for the payment to the relevant tax agency.

19. W-2 Combined Reporting Print Service

US \$550 Base Fee + US \$2.95 per form

Combined W2 forms may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. If elected at the end of each calendar year, UKG will provide Customer's W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the Customer's address unless regular mail is requested. Copies of the forms will not be available to employees in Employee Self Service but will be provided to Customer in a separate file. The W2 forms will be filed with the applicable agencies. W2-C services are not available for the W-2 forms provided under this offering.

Exhibit “C-1” UKG Services Descriptions
UKG TeleStaff IVR Service (User Based) Services Description
Acceptable Use Policy

Exhibit "C-1" UKG Services Descriptions UKG TeleStaff IVR Service (User Based) Services Description

UKG TeleStaff IVR Service (User Based) Services Description

1. Services Description

This services description ("**Services Description**") applies to UKG's provision of the commercially available version of the TeleStaff IVR, a subscription service UKG is authorized to resell ("**TeleStaff IVR**") when set forth on the Order. TeleStaff IVR may be ordered with UKG TeleStaff Cloud. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of TeleStaff IVR and other Services (collectively, the "**Agreement**").

2. Licensed or User Based

TeleStaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Customer may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the UKG TeleStaff Cloud. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction". TeleStaff IVR is provided on a per minute basis.

3. Security Considerations

3.1 Security on Personal Information

TeleStaff IVR relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of the Agreement or this Services Description to the contrary, Customer understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Customer and its employees through TeleStaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

Security of Your Personal Information

UKG's provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of UKG and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

3.2 Restrictions on TeleStaff IVR Services; Additional Responsibilities.

Customer agrees that TeleStaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. UKG shall have no liability for any delays, failures or unavailability of TeleStaff IVR due to transmission or other delays, errors or problems beyond UKG' control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of TeleStaff IVR is subject to the software license terms set forth in the Agreement as well as the provider's Acceptable Use Policy found at: <https://www.alviana.com/legal/acceptable-use-policy> and Customer agrees that it shall be liable for all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through TeleStaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

4. Invoicing and Payment

UKG will invoice Customer for the TeleStaff IVR implementation/configuration professional services fees set forth in the applicable SOW and Order, pursuant to the Agreement and on the payment terms set forth therein. UKG will invoice Customer each month in arrears for the TeleStaff IVR Service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.13 per minute, subject to Section 5 below. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

5. Renewal and Termination.

The initial term is twelve months commencing upon the execution of the Order. At the expiration of the initial term, unless the Order provides as different renewal period, the term shall automatically renew on an annual basis until terminated in accordance with the provisions hereof. At any time: (i) Customer may terminate the

TeleStaff IVR service for convenience upon thirty (30) days prior written notice, and (ii) UKG may terminate the TeleStaff IVR service for convenience upon one hundred and twenty (120) days prior written notice. UKG may increase the per minute rate upon renewal with sixty (60) days prior written notice for use based Telestaff IVR.



Acceptable Use Policy

UPDATED SEPTEMBER 2021

US Acceptable Use Policy for Use of Alvaria Products and Alvaria Subscription Services. References to Alvaria herein shall include Aspect Software, Noble Systems Corporation and their respective affiliates.

Use of Alvaria Products and Subscription Services are subject to this Acceptable Use Policy (**AUP**). You are responsible for violations of this AUP by you or any third party you allow to use the Products or Subscription Services.

You may not use the Products or Subscription Services to:

- interfere with a third party's use of the Products or Subscription Services;
- violate, or encourage the violation of, the legal rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another;
- engage in, promote or encourage illegal activity or use the Products or Subscription Services for an unlawful, defamatory, abusive, harassing, obscene, violent, deceptive or fraudulent purpose;
- use, store, share, host, copy, distribute, display, publish, transmit or send content that is or may be deemed offensive, inflammatory, hateful, defamatory, discriminatory, obscene, abusive, invasive of privacy, harmful to others, or otherwise objectionable;
- impersonate any person or entity without consent, including sending altered, deceptive or false source-identifying information (spoofing, phishing);

- use false, misleading, or deceptive TCP/IP packet header information in an email or a newsgroup posting;
- collect or use information without the consent of the owner of the information, if prohibited by applicable law;
- generate, distribute, publish or facilitate unsolicited mass email or other messages, promotions, advertisements or solicitations (spam);
- distribute advertisement delivery software unless: (a) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (b) the software is easily removable by use of standard tools for such purpose included on major operating systems (e.g., Microsoft's add/remove tool);
- attack, abuse, interfere with, surreptitiously intercept, or disrupt any users, systems, networks, Products or Subscription Services, including but not limited to Denial of Service (DoS) attacks, unauthorized monitoring or crawling, deliberate attempts to overload, distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware, or cancelbots), war dialing, flood pings, packet spoofing, forged telephone information;
- disable, interfere with or circumvent any aspect of the Product or Subscription Services, including any storage, access, usage or user limits;
- probe, scan, or test the vulnerability of any system or network;
- disable, interfere with, abuse, disrupt, intercept, circumvent or otherwise violate any security or authentication measures;
- deploy interactive voice response (IVR) Applications, services or sessions that contain endless loops or that have no termination date; or
- submit, process or store personally identifiable information in test or non-production environments.

You agree:

- to use the Products and Subscription Services in accordance with applicable laws and government regulations;
- to only use Products and Subscription Services in a manner consistent with the purpose of intent of the Products and Subscription Services;

- that you are solely responsible for the content of any material posted, hosted, downloaded, uploaded, created, accessed or transmitted using a Subscription Service and that Alvaria has no responsibility for any material created on or made accessible by your use of the Subscription Service;
- to comply with the rules of any other network you access or participate in using the Products or Subscription Services, including any SMS or telephone carrier codes of conduct and the CTIA Short Code Monitoring Handbook;
- to comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate using the Products or Subscription Services, including rules for content and commercial postings;
- to comply, in a timely manner, with Alvaria's requirements for network security, including changes required to comply with Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act, or other security and privacy laws, regulations or standards;
- to only use IP addresses assigned to you by Alvaria in connection with the Subscription Services;
- if Alvaria IP numbers assigned to your account are listed on an abuse database (e.g., Spamhaus), to take prompt action to remedy the issue and, if you do not do so within 10 days of written notice from Alvaria, Alvaria may take reasonable action to protect its IP addresses, including suspension or termination of the Subscription Services if the IP addresses were listed as a result of your actions;
- if you register a DNS record or zone on Alvaria managed or operated DNS servers or service for a domain of which you are not the registrant or administrative contact according to the registrar's WHOIS system, then upon request from the registrant or administrative contact according to the registrar's WHOIS system, Alvaria may modify, transfer, or delete such records or zones;
- Alvaria may quarantine or delete any data stored on a shared system if Alvaria reasonably believes that the data is infected with a virus or is otherwise corrupted and has the potential to infect or corrupt the system or other customers' data stored on the same system;
- to comply with all Product and Subscription Service notices and end of life policies, including the transfer and migration to, or utilization of, new versions

of software, network configurations or environments (Alvaria may charge additional fees for non-compliance);

- to provide all information that Alvaria reasonably requires in order to register any 10 Digit Long Code (10DLC) numbers for SMS that you purchase from Alvaria and access or use in using the Products or Services; and
- upon reasonable notice, comply with re-provisioning of telephone provider lines due to network changes, changes to Alvaria data centers and facilities (Alvaria may charge additional fees for non-compliance).

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

For customers using products/services with outbound dialing capability, if more than 20% of completed calls are equal to or less than 6 seconds in length (a "Short Duration Call"), or if more than 35% of total call attempts do not complete during any given month during the billing cycle (the "Incomplete Call Threshold"), then additional fees may apply. Such fees are based on additional costs Alvaria incurs from its carriers as a result of Customer's usage. Notwithstanding, Alvaria will support all traffic not harmful to its or its carrier's network(s).

Customers are required to reimburse Alvaria for all fees, fines or penalties assessed against Alvaria due to Customer's failure to comply with this AUP.

Alvaria may modify the AUP at any time without notice by posting a revised AUP on www.alvaria.com. Changes are effective on posting. Your use of a Product or Subscription Service after changes to the AUP are posted constitutes acceptance of any changed or additional terms.



Request a
Demo

Contact
Us

CONTACT CENTER

- Contact Center Overview
- Outreach & Dialer
- List Management
- Self Service

COMPANY

- Company Overview
- Alvaria Community
- Careers
- News
- Contact Us

PARTNERS

- Strategic Alliance Partners
- Partner Directory

SERVICES & SUPPORT

- Services Overview
- Support
- Training
- Services

LIBRARY

- Library
- Data Sheets
- eBooks
- Infographics
- White Papers
- Case Studies
- Videos

RESOURCES

- Case studies
- Blog
- FAQs
- Glossary

INDUSTRIES

- Banking and Financial Services
- Credit Unions
- Collections
- Telecommunications and Media
- Healthcare
- Insurance

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Payments

Privacy
Policy

Terms
of
Use

Acceptable
Use Policy

Code of
Conduct

Environmental
Policy

Manage
Email
Preferences



Exhibit “C-1” UKG Services Descriptions

UKG Virtual Roster Cloud and UKG Pit Manager Cloud Services Description

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

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

Exhibit "C-1" UKG Services Descriptions

UKG Virtual Roster Cloud and UKG Pit Manager Cloud Services Description

UKG Virtual Roster Cloud and UKG Pit Manager Cloud Services Description

1. Services Description

- 1.1 This Services Description applies to UKG's provision of the commercially available version of UKG Virtual Roster Cloud and UKG Pit Manager Cloud software as a service application(s) and services related thereto when set forth on the Order. Subscription Services shall be delivered by means of Customer's permitted access to the infrastructure hosting Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other services.
- 1.2 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Right to Access and Use

UKG will provide Customer with access to and use of the Subscription Services during the Order Term (which include the Initial Term and the agreed successive applicable Renewal Terms). Such access and use are limited to the Subscription Services specified on the Order and based on the following use: UKG Virtual Roster Cloud is based on a per employee per month basis and UKG Pit Manager Cloud is based on a per table per month basis.

3. Fees, Payment and Invoicing

The monthly service fees of the Subscription Services will be invoiced on the billing frequency ("Billing Frequency") as identified on the Order commencing on the Billing Start Date identified on the Order. If Customer requires additional employees to have access rights to use the Subscription Services, then Customer may request an increase to the number of employees using the UKG Virtual Roster Cloud or the number of tables by entering into an additional Order.

4. Customer Data, Security and Privacy

- 4.1 Customer Data shall be available to Customer to retrieve at no additional charge throughout the term of an applicable Order.
- 4.2 The applicable Technical and Organizational Measures of UKG's Data Processing Addendum apply to the Subscription Services provided under this Services Description with the following modification: **Section 1 ISAE3402/SSAE 18 (SOC 2) Audit** shall be deleted in its entirety and replaced by the following:

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

- 4.3 The UKG Virtual Roster Cloud and UKG Pit Manager Cloud are deployed only in data centers in the United States and Canada. UKG's list of its current subprocessors applicable to UKG Pro Workforce Management at <https://www.ukg.com/DPA-subprocessors> will apply for the UKG Virtual Roster Cloud and UKG Pit Manager Cloud.

5. Service Level Agreement

UKG offers the Service Level Agreement as set forth in [Exhibit 1](#).

6. UKG Support Policy

UKG offers the UKG Support Policy attached as set forth in [Exhibit 2](#).

7. Production and Additional Tenant

UKG Virtual Roster Cloud and UKG Pit Manager Cloud include one standard production tenant and one partial copy non-production tenant limited to 36 months of data. Additional partial copy tenant may be ordered on an annual basis at an additional fee.

EXHIBIT 1

SERVICE LEVEL AGREEMENT FOR THE UKG VIRTUAL ROSTER CLOUD AND UKG PIT MANAGER CLOUD SUBSCRIPTION SERVICES AVAILABILITY

SERVICE LEVEL AGREEMENT FOR THE SUBSCRIPTION SERVICES AVAILABILITY

Service Level Agreement: UKG offers the Service Level Agreement (SLA) and associated SLA Credits as described herein, solely for UKG Core Subscription Services (i.e., Subscription Services which are subject to the Services Descriptions governing UKG Virtual Roster Cloud and UKG Pit Manager Cloud.

Availability: The production environment of the Subscription Services will maintain 99.75% Availability. Availability is calculated on a monthly basis as follows:

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

Monthly Minutes: means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

Maintenance Period: means a scheduled maintenance period within the applicable maintenance window identified below, when the Subscription Services are not available. The Maintenance Period is used for purposes of the Service Credit Calculation; UKG continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current maintenance window for UKG Virtual Roster Cloud and UKG Pit Manager Cloud covered by the same Services Description for the US data center locations is:

- US/Canada Eastern Time every Wednesday from 3:00 AM to 7:00 AM

Total Minutes Not Available: means the total number of minutes during the calendar month that the Subscription Services is inaccessible as the result of an Outage.

Outage: means the Customer is unable to access the UKG tenant environment at any of its production data centers' internet connection points for reasons other than (a) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or its third party suppliers providing the Subscription Services (b) the suspension of the Subscription Services in accordance with the terms of the Agreement.

Service Credit Calculation: An Outage will be deemed to commence when the Subscription Services is unavailable to Customer and ends when UKG has restored Availability to the Subscription Services. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

SLA Credits: If, due to an Outage, the Subscription Services does not maintain 99.75% Availability, Customer is entitled to a credit to Customer's monthly invoice for the affected month, such credit to be equivalent to 3% of Customer's monthly Subscription Services fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly Subscription Services fees. SLA Credits become available starting the month after Customer's Subscription Services are live.

Reporting and Claims Process

UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming an SLA Credit. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG's records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer's utilization of the Subscription Services and that changes in such utilization may impact UKG's ability to manage network traffic. Therefore,

notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Subscription Services than what is contracted with UKG and such change creates a material and adverse impact on the traffic balance of the UKG network, as reasonably determined by UKG, the Parties agree to co-operate, in good faith, to resolve the issue. Customer further acknowledges that the SLA Credit shall serve as Customer's sole and exclusive remedy in connection with UKG not meeting the Service Level Agreement as set forth herein in full and final settlement of any Subscription Services level claims. For the avoidance of doubt, the SLA Credit specified herein shall be in recognition of the diminished value of the Subscriptions Services resulting from UKG's failure to meet the agreed upon level of performance, and not as a penalty.

EXHIBIT 2

CUSTOMER SUPPORT POLICY FOR UKG VIRTUAL ROSTER CLOUD AND UKG PIT MANAGER

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level	Description	Target Response
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as: <ul style="list-style-type: none">• Cloud outage• Unable to sign-off time cards• Payroll data accuracy or unable to process payroll• Totals are not accurate• Unable to collect punches from terminals• Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: <ul style="list-style-type: none">• Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes but balances are accurate)• Data display inaccuracies or inconsistencies across multiple tasks• Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: <ul style="list-style-type: none">• How do I set up a holiday pay rule?• How do I run a report?	Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

Support Language

Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

Support Exclusions

Support services do not include service to the Subscription Services resulting from, or associated with:

1. Failure to use the Subscription Services in accordance with UKG's published specifications;
2. Customer's end user computer or operating system malfunctions, including browser and internet connection, or failure of the internet;
3. Services required for Subscription Services programs or conversions from products or software not supplied by UKG; or
4. Implementation services, configuration changes, and custom reports.

Critical Outages

UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

Technical Escalation

UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

The teams are also integrated with the development engineering and cloud operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an account or relationship manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The account or relationship manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a UKG global support manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG global support manager, please telephone your UKG support services center and ask to speak to a manager. Phone numbers are listed on the UKG Community at <https://community.kronos.com/s/article/KB13193>.

Remote Support

UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customers by empowering our support representatives to remotely view the computer of a Customer's user. By connecting through the internet or via intranets and extranets, support representatives will work in real time with Customer's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

UKG Community

UKG provides Customers with access to the UKG Community, which includes access to how-to articles and discussion boards, as well as the ability to open support cases. The UKG Community helps Customers make the most of its UKG solutions by putting tools and resources at its fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all Customer's account information easier than ever. Streamlined and searchable, the information Customers need is just a click away.

Additional Support Options

As part of the Support Services, UKG may also provide:

- UKG Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities
- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

Exhibit “C-1” UKG Services Descriptions
UKG Webhooks Premium Services Description

Exhibit "C-1" UKG Services Descriptions

UKG Webhooks Premium Services Description

UKG Webhooks Premium Services Description

1. Scope

- 1.1 This services description applies to UKG's provision of the commercially available version of UKG Webhooks Premium when included on the Order. Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other services (collectively, the "**Agreement**"). Customer acknowledges and agrees that UKG Webhooks Premium must be used in conjunction with UKG Pro Pay and/or UKG Pro People Center, or UKG Pro Workforce Management.
- 1.2 Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Description

- 2.1 A webhook is a mechanism that notifies one application when a specific event occurs in another application. When the event occurs, a notification is sent to a predefined URL in the other application, notifying it of the event in real time (each, a "Webhook Event Notification").

UKG Webhooks Premium enables real-time data synchronization and event-driven communication between systems. The Webhook Event Notification allows the receiving application to act accordingly by making changes such as updating data, triggering workflows, or sending alerts.

3. Employee Types

- 3.1 The Employee Types that are set forth in the Order as defined as follows ("**Employee Type**")

3.1.1 **Webhooks Call Pack** is defined as ten million Webhook Event Notifications per month.

4. Fees

- 4.1 UKG Webhooks Premium requires a minimum one (1) year commitment. In that one-year period, Customer may provide up to 10 million Webhook Event Notifications per calendar month. UKG will invoice Customer monthly at the rates set forth on the Order. At the time of purchase, Customer may purchase additional Webhooks Call Packs. Each Webhooks Call Packs provides an additional 10 million Webhook Event Notifications per month.
- 4.2 Customer acknowledges that usage limits are monitored by UKG. Customer may disable Webhook Event Notifications at any time, which will prevent additional billing of UKG Webhooks Premium. Customer may track its monthly usage in UKG Webhooks.
- 4.3 Usage and Invoicing
 - 4.3.1 Fees are calculated at the end of each monthly billing cycle and are based on the number of Webhook Event Notifications delivered. Customer will be invoiced as set forth in the Order, plus any additional fees for Webhook Event Notifications beyond the usage set forth in the Order.
 - 4.3.2 In the event that Customer exceeds the number of Webhook Event Notifications purchased in the Order, UKG will automatically invoice Customer for additional Webhooks Call Packs, as needed, based on the usage number. Customer shall pay for additional Webhooks Call Packs, which will be invoiced at a rate of \$200.00 per month, each. By purchasing UKG Webhooks Premium, Customer is opting-in for such automatic upgrades, as needed, based on monthly usage.

Exhibit “C-2” UKG Support Policy



SaaS Support Policies and Services

[FRENCH >](#) [GERMAN >](#)

Customer Support Service Level Agreement for PRO, DIMENSIONS, READY, and HRSD

UKG provides support for all customer environments on UKG Subscription Services. Configuration of new features may be subject to additional cost depending on complexity.

Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first, pursuant to the following UKG guidelines:

Priority Level Description	Target Response Time
High A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as:	Thirty (30) minutes or immediately via Rapid Response

Priority Level Description

Target Response Time

- Cloud outage
- Unable to sign-off time cards
- Payroll data accuracy or unable to process payroll
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Subscription Services

Medium

A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as:

- Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes but balances are accurate)
- Data display inaccuracies or inconsistencies across multiple tasks
- Application performance is inconsistent or fluctuates

One (1) business hour or immediately via Rapid Response

Low

Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as:

- How do I set up a holiday pay rule?
- How do I run a report?

Within two business (2) hours

Service Coverage Period

UKG provides support 24 hours a day, seven days a week, 365 days a year, for high priority issues. UKG provides support during business hours for medium and low priority issues.

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Support is provided in English and may be provided in French, German and Spanish in some regions during local business hours.

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Critical Outages

UKG will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with UKG during this period.

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UKG's case resolution process is a team based approach structured around specific features within the Subscription Services and staffed by UKG support engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity for the fastest resolution time possible.

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As part of the Support Services, UKG may also provide:

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- Success Manager: A UKG resource to provide guidance on best practices in using Subscription Services
- Integration/API Support: Assistance with enhancing and updating existing APIs and integrations
- New Feature Review and Activation Assistance: Guidance on new features of Subscription Services and how to enable them
- Industry Best Practices Review: Review configuration and use of Subscription Services against industry peers and provide recommendations
- Configuration Review: Assistance with optimizing the use of Subscription Services based on your current usage patterns

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

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

Exhibit 1

Acceptable Use Policy

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

1. Prohibited Use.

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

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

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

2. Monitoring and Enforcement

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

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

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

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

3. Reporting of Violations of this Policy by Customer

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

Exhibit “C-3” Acceptable Use Policy

Exhibit “C-3” Acceptable Use Policy

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Acceptable Use Policy

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PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(b) No Security Violations	<p>Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include, but are not limited to:</p> <p>Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.</p> <p>Interception. Monitoring of data or traffic on a System without permission.</p> <p>Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.</p> <p>No Use of Robots. Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)</p>
(c) No Network Abuse	<p>Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to:</p> <p>Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.</p> <p>Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.</p> <p>Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.</p> <p>Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.</p> <p>Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.</p>
(d) No E-Mail or Other Message Abuse	<p>Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Customer will not collect</p>

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

2. Monitoring and Enforcement

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

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

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

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

3. Reporting of Violations of this Policy by Customer

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

Exhibit 2

EQUIPMENT ADDENDUM

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

4. Shipping and Title.

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

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

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

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

5. Customer Responsibilities.

5.1 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

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

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

6. Support Services.

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

6.2. Support Process.

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

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

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

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

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

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

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

- (a) Any cause external to the Equipment including, but not limited to Force Majeure causes;
- (b) Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;
- (c) Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;
- (d) Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;
- (e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or

(f) Customer's repair, attempted repair or modification of the Equipment.

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

8. Warranties.

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

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

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

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

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

9. Limitation of Liability.

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

TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

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

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

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

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

10.2 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (II) CUSTOMER SHALL NOT SETTLE ANY

EQUIPMENT CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (III) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.

Exhibit A

Purchased Equipment Description

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

1. Definitions.

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

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

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

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

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

3. Renewal and Termination.

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

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

4. Support Services.

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

- (a) Depot Exchange Service;
- (b) Depot Repair Service; or

(c) Device Software Maintenance.

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

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

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

Exhibit B

Equipment Rental Description

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

1. Definitions.

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

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

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

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

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

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

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

2. Payment and Invoicing.

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

3. Renewal and Return

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

3.2 The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice

of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

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

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

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

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

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

Exhibit 2

US Data Protection Addendum

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

"UKG Processor" means UKG or a UKG Subprocessor.

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

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

2. Processing of Customer Personal information

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

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

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

3. UKG Personnel

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

4. Security

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

5. Subprocessing

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

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

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

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

6. Data Subject Requests

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

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

7. Personal information Breach

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

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

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

8. Deletion or Return of Customer Personal information

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

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

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

9. Audit rights

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

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

10. Law Enforcement Requests

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

11. General Terms

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

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

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

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

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

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

Schedule 1: Details of Processing of Customer Personal Data

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

Subject matter and duration of the Processing of Customer Personal Data

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

The nature and purpose of the Processing of Customer Personal Data

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

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

Processing to Provide Customer the Services

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

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

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

Processing for Business Operations Incident to Providing the Services to Customer

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

Customer authorizes UKG:

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

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

The types of Customer Personal Data to be Processed

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

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

Customer's employees, contractors, and job applicants.

=Privacy related contact:

UKG: privacy@ukg.com

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

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

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

Schedule 2: Technical and Organizational Measures

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

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

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

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

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

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

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

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

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

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

4. Application and Network Controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Incident Response and Notification:

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

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

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

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

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

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

Supplement to UKG DPA for UKG Other Products and Services

This Supplement to UKG DPA located at <https://www.ukg.com/ukg-unified-dpa> (“DPA”) is by and between the UKG entity as the Processor of Customer Personal Data (“UKG”) set forth in the Order or Statement of Work that references UKG Master Services Agreement (“Agreement”) and the person or entity that is named on such Order or Statement of Work on behalf of itself and Customer Affiliates as the Controller of Customer Personal Data (“Customer”).

WHEREAS, Customer has ordered UKG Other Products and Services (as defined in the DPA), the parties agree that the following provisions will apply with respect to the Processing of Customer Personal Data provided or accessed through the UKG Other Products and Services. **NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to modify the terms of the DPA with respect to the UKG Other Products and Services as follows:

1. **Subprocessors.** For purposes of the UKG Other Products and Services, the list of UKG Subprocessors [here](#) shall be supplemented by the Subprocessors set out in the Order Form or Statement of Work.
2. **Technical and Organizational Measures.** The following Technical and Organizational Measures are applicable to UKG Other Products & Services.
 - 2.1. Entity Controls: UKG shall continuously carry out the following security measures:
 - a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.
 - b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG’s Code of Conduct upon hire.
 - c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.
 - d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.
 - e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.
 - 2.2. Application and Network Controls:
 - a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG’s systems used in the provision of the Services shall be monitored.
 - b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.
 - c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.
 - d) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.
 - e) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

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

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

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

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

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

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

2.4. Incident Response and Notification:

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

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

2.5. Disaster Recovery: UKG shall maintain a Disaster Recovery plan.

2.6. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster.

Except as set forth in this Supplement, the DPA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Supplement and the DPA, the terms of this Supplement will prevail, but only as applied to the UKG Other Products and Services.

Exhibit “C-8” (also labeled Exhibit 3) Equipment Addendum

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

Exhibit 3

EQUIPMENT ADDENDUM

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

4. Shipping and Title.

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

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

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

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

5. Customer Responsibilities.

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

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

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

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

6. Support Services.

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

6.2. Support Process.

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

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

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

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

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

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

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

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

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

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

8. Warranties.

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

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

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

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

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

9. Limitation of Liability.

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

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

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

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

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

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

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

Exhibit “C-8” (also labeled Exhibit 3) Equipment Addendum

Exhibit 3 A Purchased Equipment Description

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

Exhibit 3-A

Purchased Equipment Description

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

1. Definitions.

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

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

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

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

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

3. Renewal and Termination.

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

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

4. Support Services.

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

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

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

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

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

Exhibit “C-8” (also labeled Exhibit 3) Equipment Addendum

Exhibit 3 B Equipment Rental Description

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

Exhibit 3-B

Equipment Rental Description

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

1. Definitions.

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

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

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

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

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

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

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

2. Payment and Invoicing.

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

3. Renewal and Return

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

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

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

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

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

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

Exhibit “D” UKG Perpetual Software Terms and Conditions Contract

Exhibit “D-1” UKG Perpetual Software Commercial Terms and Conditions

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

UKG PERPETUAL SOFTWARE COMMERCIAL TERMS AND CONDITIONS (2024.08.02)

UKG TERMS

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

SECTION A: GENERAL TERMS AND CONDITIONS. This Section apply for all transactions.

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

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

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

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

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

2. APPLICABLE LAWS

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

3. EXPORT

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

4. CONFIDENTIAL INFORMATION

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

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

5. TAXES

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

6. TRAVEL EXPENSES

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

7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. PAYMENT AND DELIVERY

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

2. GENERAL LICENSE TERMS

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

3. FEE BASED LIMITATIONS

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

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

4. OBJECT CODE ONLY

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

5. PERMITTED COPIES

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

6. UPDATES

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

7. ACCEPTANCE

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

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

8. LIMITED WARRANTY

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

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

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

9. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

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

(b) WARRANTY

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

(c) UKG PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

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

10. SOFTWARE SUPPORT SERVICES

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

10.1 SUPPORT OPTIONS

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

10.2 TERM OF SOFTWARE SUPPORT

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

10.3 GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

(i) Updates for the Software (not including any Software for which UKG charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by UKG. If Customer requests UKG to install such Updates or to provide retraining, Customer agrees to pay UKG for such installation or retraining at UKG's pricing set forth in this Agreement.

(ii) Telephone and/or electronic access to the UKG Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding UKG holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to UKG knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by UKG. Current offerings can be found at <https://www.ukg.com/support-policies-and-services>.

(iv) Web-based remote diagnostic technical assistance which may be utilized by UKG to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by UKG such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:

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

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

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

10.5 PAYMENT

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

10.6 ADDITION OF SOFTWARE

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

10.7 RESPONSIBILITIES OF CUSTOMER

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

10.8 DEFAULT

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

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

10.9 WARRANTY

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

11. UKG SUPPORT SERVICE POLICIES

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

12. TRAINING POINTS

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

13. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

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

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

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

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

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

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

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

14. INDEMNIFICATION

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

15. LIMITATION OF LIABILITY

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

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