UKG Kronos Systems, LLC

Workforce Management and Telestaff Software
Upgrade and Migration

AGREEMENT FOR SERVICES #8922

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Customer"), and UKG Kronos Systems, LLC, a Massachusetts limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 900 Chelmsford Street, Lowell, Massachusetts 01851 (hereinafter referred to as "UKG").

R E C I T A L S

WHEREAS, Customer has determined that it is necessary to obtain a contractor to provide a workforce management and telestaff software upgrade and migration;

WHEREAS, UKG has represented to Customer that it is specially trained, experienced, is an expert, and competent to perform the special Services described in ARTICLE III Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar Services to others; and Customer relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such Services be in conformity with all applicable state and local laws;

WHEREAS, Customer has determined that the provision of such Services provided by UKG are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in Customer classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, Customer issued a competitive Request for Proposals (RFP) 24-961-015 for a time and attendance management system and formally selected UKG on March 5, 2024;

NOW, THEREFORE, Customer and UKG mutually agree as follows:

ARTICLE I
Definitions:

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

B. **"Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.

C. **"Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.

D. **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Data.

E. **"Documentation"** means the written specifications for the Subscription Services or published online by UKG on its community pages accessible at https://www.ukg.com/support and https://library.ukg.com/, such as user manuals and administrator guides, as well as the Services Descriptions.

F. **"DPA"** means UKG's Data Processing Agreement located at https://www.ukg.com/ukg-unified-dpa.

G. **"Order"** means an order form agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.

H. **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.

I. **"Personal Data"** means data related to a natural person or particular individual as defined under Applicable Laws, including "personal data" as defined under the EU General Data Protection Regulation ("GDPR"), "personal information" as defined under the California Consumer Privacy Act ("CCPA"); and any similar terms, such as "personally identifiable information" defined under applicable privacy laws.

J. **"Professional Services"** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.

K. **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.

L. **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offerings located at https://www.ukg.com/services-descriptions.

M. **"Statement of Work"** or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.

N. **"Subscription Services"** means those UKG software-as-a-service ("SaaS") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.

O. **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.

P. **"Training Services"** means in person and virtual instructor- ed training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

ARTICLE II
Services:

A. **Subscription Services:** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of employees (including those of its Affiliates) listed in the Order, subject to and conditioned on compliance with this Agreement, the Services Descriptions, the Documentation, and the Order.

B. **Support Services:** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located at https://www.ukg.com/saas-support-policies-and-services. UKG will also provide periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.

C. **Professional Services:** UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.

D. **Training Services:** In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training services outside the scope of this section shall be provided by UKG as described in the Order.

ARTICLE III
Scope of Work: UKG will provide the Services, including those Services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by

reference a part hereof, or as identified in individual Orders to be issued in accordance with this Agreement, and those Services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work or Order.

UKG agrees to furnish, at UKG's own cost and expense, all personnel, Subcontractors, tools, vehicles, equipment, materials, software, and services necessary to perform the Services and tasks ordered under this Agreement, including those Services and tasks that are identified in Exhibit A, and those Services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. For the purposes of this Agreement, the term "Subcontractor(s)" means a third party specifically and exclusively engaged for the provision of relevant Implementation Services to the Customer pursuant to this Agreement. For the avoidance of doubt, UKG's use of third parties to supply software, services, or infrastructure to run its Subscription Services in general and not solely for providing services under this Agreement for the Customer is not a subcontracting arrangement. UKG shall complete those Services and tasks in accordance with Exhibit A, Section 7, marked "Scope of Work, Milestone Invoice Schedule," incorporated herein and made by reference a part hereof.

The Agreement documents consist of: This Agreement and any exhibits thereto; and any Amendments to the Agreement.

UKG warrants that provided Customer is current on its obligations under the Agreement, the Subscription Services listed on the Order Form Quote #Q-193593 will, under normal operation as specified in the Documentation and when used as authorized herein, substantially meet the applicable functionality requirements identified in Attachment B, Functional Requirements Matrix of RFP #24-961-015 (the "RFP"), as clarified in UKG's Response to the RFP, and attached hereto and incorporated herein by reference as Exhibit B. Customer's first remedy for breach of the foregoing warranty is for UKG to repair or replace the Subscription Services listed in the applicable Order Form or termination of the Agreement on a prospective basis with no liability to either party.

The following Exhibits of the Agreement are included:

- Services Description for UKG's provision of the commercially available version of the UKG Pro WFM software as a service application, UKG's hosting environment, and related services, available at https://www.ukg.com/services-descriptions, which the current version is marked "UKG Pro Workforce Management Services Description" and is attached as Exhibit C for reference, incorporated herein and made by reference a part hereof.

- UKG's Software-as-a-Service (SaaS) Support Policies and Services available at https://www.ukg.com/saas-support-policies-and-services, which the current version is marked "UKG SaaS Support Policies and Services" and is attached as Exhibit D for reference, incorporated herein and made by reference a part hereof.

- UKG's Acceptable Use Policy available at https://www.ukg.com/acceptable-use-policy, which the current version is marked "UKG Acceptable Use Policy" and is attached as Exhibit E for reference, incorporated herein and made by reference a part hereof.

- UKG's Data Processing Addendum available at https://www.ukg.com/ukg-unified-dpa, which the current version is marked "UKG Data Processing Addendum" and is attached as Exhibit F for reference, incorporated herein and made by reference a part hereof. Any amendment to Exhibit F by UKG will become part of the Agreement and effective on the posting of an updated version at www.ukg.com. No further amendment to the Agreement shall be necessary between the Parties.

In the event that there is a discrepancy or contradiction between the language of the Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) this Agreement, (2), the Order (3) Services Description, and (4) the SOW.

Deliverables outlined in the SOW included in the Scope of Work in Exhibit A shall be submitted via electronic file and UKG shall produce the file using Smartsheet. Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to Customer's computer, and that are acceptable to Customer's Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by Customer's Contract Administrator. UKG shall submit all deliverables to Customer's Contract Administrator in accordance with completion time schedules identified in the individual Service Requests issued pursuant to this Agreement.

At the specified milestones described the SOW included in Exhibit A, Section 7, UKG shall deliver completed project service deliverables for review and approval. Service deliverables shall be accepted or rejected within ten (10) consecutive business days from the time of submittal for acceptance. Service deliverables shall be deemed accepted in the absence of review or response of acceptance within this specified time. The use or partial use of any service deliverable, except for the go live milestone, constitutes acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope.

The Service Deliverable Acceptance Process is described below:

Submission of Service deliverables
The UKG's Project Manager, or designee, shall prepare a Service Deliverable Acceptance Form and forward with the respective service deliverable to Customer's Contract Administrator, or Customer designee, for consideration.

Assessment of Service Deliverables
The Customer's Contract Administrator will determine whether the service deliverable meets the requirements as defined in the scope of work of the Agreement, and that the service deliverable is complete. Additional work on, or changes to, an accepted service deliverable or correction of out-of-scope changes that are requested by the Customer ("Contingency Work") shall be managed through the Service Request (Work Orders) Process in Exhibit A, Scope of Work.

Acceptance / Rejection
After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the UKG's team.

If feedback from multiple Customer representatives is received, then the Customer's Contract Administrator, or Customer designee, will consolidate that feedback before delivering it to the UKG's team.

Correction of Service Deliverables

UKG shall correct in-scope problems found with the service deliverable. UKG shall submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once UKG corrects all mutually agreed upon in-scope problems, the service deliverable will be accepted by Customer.

Monitoring and Reporting

The UKG's project team shall track service deliverable acceptance. Updates on service deliverable acceptance shall be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee.

Unless otherwise indicated, receipt of the fully executed Agreement is UKG's Notice to Proceed with the work specified herein, not including Contingency Work. No payment will be made for any work performed prior to the effective date of the Agreement.

UKG shall perform the Services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. UKG is responsible for ensuring that its employees, as well as any Subcontractor if applicable, perform the Services and tasks required under this Agreement accordingly. All of the Services included in the Scope of Work, or in the individual Service Requests issued pursuant to this Agreement, are the responsibility of UKG unless specifically described as a task or item of work to be provided by Customer. UKG shall be responsible for the supervision, administration, and work performed by any Subcontractor for Services rendered under this Agreement. Customer shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to UKG or its employees, agents, associates, representatives, or Subcontractors.

ARTICLE IV
Acknowledgements

A. **Reservation of Rights:** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.

B. **Use Restrictions:** Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components,

or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties, other than Affiliates; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.

C. **Customer Feedback:** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("Feedback"), but if it does, Customer grants to UKG and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

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

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

F. **Upgrades:** The Subscription Services may be upgraded or changed at any time as required by normal business conditions, provided that such changes will not materially diminish the functionality of the Subscription Services. Any changes to the Subscription Services will be applicable to all UKG customers of the Subscription Services and material changes will be deployed with reasonable advance notice.

G. **Acceptable Use:** Customer will use the Subscription Services in full compliance with the Acceptable Use Policy located at https://www.ukg.com/acceptable-use-policy which the current version is attached hereto as Exhibit E for reference, ("Acceptable Use Policy"), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG

investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.

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

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

ARTICLE V
Term:

This Agreement shall become effective upon final execution by both parties hereto and shall continue for an initial period of sixty (60) months ("Initial Term"). At the end of the Initial Term, this Agreement shall be renewed automatically for consecutive renewal terms of twelve (12) months (each, a "Renewal Term"), unless terminated by either party (effective as of the end of the then-current term) by providing the other party sixty (60) days written notice. All terms and conditions of this Agreement shall apply during each Renewal Term.

ARTICLE VI
Compensation for Services:

A. **Fees:** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined in the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term.

UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the then current Initial Term or Renewal Term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable, and fees paid are non-refundable.

B. **Taxes:** The fees exclude, and Customer will be responsible for, all sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income).

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

D. For the purposes of budgeting the Phases in Exhibit A, the billing amounts for each Phase are identified in the SOW included in Exhibit A, Section 7, marked "Scope of Work, Milestone Invoice Schedule,"

    1. For the purposes hereof, Subscription Services shall be in accordance with Quote Q-193593 attached with the Scope of Work and include the following:

Subscription Services	Quantity	Per Employee per Month (PEPM)	Monthly Price
UKG Pro Timekeeping Hourly	2,050	$5.40	$11,070.00
UKG Pro Activities	2,050	$1.35	$2,767.50
UKG Pro Accruals	2,050	$0.54	$1,107.00
UKG Pro WFM Integration to UKG Telestaff	400	$0.00	$0.00
UKG Telestaff Cloud	400	$6.25	$2,500.00
		Total Price	$17,444.50

2. Historical Reporting shall be in accordance with Quote Q-280805 attached with the Scope of Work and include the following:

Historical Access Licenses	Quantity	Per Admin License	One-Time Cost
ON PREMISE HISTORICAL REPORTING - MANAGERS FOR WORKFORCE CENTRAL - PER MANAGER	5	$1,000.00	$5,000.00
		Total Price	$5,000.00

3. For the purposes hereof, the billing rates for Contingency Work during the Initial Term of the applicable Order for additional professional services shall be in accordance with the following:

Classification	Hourly Rate
Project Manager	$200.00
Solution Consultant	$250.00
Integration Consultant	$200.00
Technology Consultant	$200.00
Analytics Consultant	$200.00
Telestaff Consultant	$150.00

4. New licenses may be added during the Initial Term of the Agreement by issuance of an UKG quote, approved by Customer's Contract Administrator. License counts may be trued up annually, as needed to add or delete users.

5. The total amount of this Agreement for the Initial Term shall not exceed $1,227,950.

Total	
Implementation (From Milestone Invoice Schedule in Exhibit A)	$97,950.00
Contingency Work	$30,000.00
Subscription Services listed on the initial Order access Costs for Years One (1) – Five (5) *	$1,100,000.00
Total NTE Amount	$1,227,950.00

*Includes Telestaff, Historical Access to Workforce Central On-Prem, Monthly User Costs, Buffer for Increases.

All Contingency Work for time and material additional Professional Services shall be completed during standard business hours which are defined as 8:00 a.m. to 5:00 p.m., (Pacific Time) Monday through Friday (excluding Customer-recognized Holidays).

Invoices shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect UKG's charges for the specific Services billed on those invoices. Invoices shall be sent via Email and mailed to Customer at the following address:

County of El Dorado
Information Technologies Department
360 Fair Lane
Placerville, California 95667

Attn: Accounts Payable
Email address: cao.fiscal@edcgov.us
or to such other location as Customer directs.

ARTICLE VII
Taxes: UKG certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by UKG to Customer.

ARTICLE VIII
A. **Ownership of Customer Data:** Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but Customer is responsible for maintaining backup copies of all data and information that Customer inputs into the Services or otherwise provides to UKG.

B. **Use of Customer Data:** Consistent with common Software as a Service (SaaS) industry practices and in accordance with Applicable Laws, UKG collects Customer Data to keep Services regularly up to date with appropriate market standards and security. All Customer Data collected is used solely for the purpose of providing and improving the Services and enhancing the customer experience with new functionalities.

C. **Collection of Personal Data:** Services may employ applications and tools that collect and process Personal Data that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Data, Customer may need to uninstall or discontinue using certain Services.

D. **Data Privacy and Security:** Each Party agrees to comply with Applicable Laws in its processing of Personal Data. UKG and its subprocessors will process Personal Data in accordance with UKG's DPA. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.

ARTICLE IX
Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no addition in Subcontractors, without prior written approval by Customer's Contract Administrator.

ARTICLE X
UKG to Customer: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from Customer and its staff. It is further understood that this Agreement does not create an exclusive relationship between Customer and UKG, and UKG may perform similar work or services for others. However, and except as otherwise permitted under this Agreement, UKG shall not enter into any

agreement with any other party or provide any information in any manner to any other party, that would conflict with UKG's responsibilities or hinder UKG's performance of services hereunder, unless Customer's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XI
Confidentiality:

A. **Definition: "Confidential Information"** is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.

B. **Exceptions:** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

C. **Nondisclosure:** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.

D. **Protection:** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

E. **Use:** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.

F. **Disclosure Exceptions:** Confidential Information may be shared with and disclosed (1) to any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; (2) as required by Applicable Law or to any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process or by the Applicable Law).

ARTICLE XII
Warranty:

A. **Mutual Warranties:** Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

B. **Subscription Services Warranty:** UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this subsection (B), as Customer's first remedy, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Article XVII.A.1. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.

C. **Professional, Support, and Training Services Warranty:** UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this subsection (C), as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.

D. **Disclaimer:** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).

E. **Customer Warranty:** Customer warrants that it has all rights and required consents to provide Customer Data to UKG.

ARTICLE XIII

Assignment and Delegation: This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

ARTICLE XIV

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. UKG is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs Services required by the terms of this Agreement. UKG exclusively assumes responsibility for acts of its employees, agents, affiliates, and Subcontractors, if any are authorized herein, as they relate to the Services or work to be performed under this Agreement during the course and scope of their employment by UKG. Those persons will be entirely and exclusively under the direction, supervision, and control of UKG.

Customer may request the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or Services, approve or disapprove the final work product and/or Services provided, and but Customer will not control or direct the manner, means, methods, or sequence in which UKG performs the work or Services for accomplishing the results. UKG understands and agrees that UKG lacks the authority to bind Customer or incur any obligations on behalf of Customer.

UKG, including any Subcontractor or employees of UKG, shall not receive, nor be eligible for, any benefits Customer provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. UKG shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. Customer is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes UKG. UKG shall not be subject to the work schedules or vacation periods that apply to Customer employees.

UKG shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that UKG provides for its employees.

UKG acknowledges that it has no authority to bind the Customer or incur any obligations on behalf of the Customer with regard to any matter and shall not make any agreements or representations on the Customer's behalf.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that Customer is a political subdivision of the State of California. As such, Customer is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or Services not budgeted in a given fiscal year. It is further understood that

in the normal course of Customer business, Customer will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, Customer shall give UKG ninety (90) days' written notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the Services, products, or equipment subject herein.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any Customer department for which Services were contracted to be performed, pursuant to this paragraph in the sole discretion of Customer, this Agreement and any Service Requests issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment of fees due to UKG up to the date of termination.

ARTICLE XVI
Audit by California State Auditor: UKG acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, UKG shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all contract, billing, and invoicing books, records, and documentation necessary to provide information for the invoices in relation with performance under the Agreement.

ARTICLE XVII
Default and Termination:
A. Termination by Default: If either party becomes aware of an event of default in the performance of any material obligation under this Agreement, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision, and

2. That the party in default has thirty (30) days upon receiving the notice to cure the default ("Time to Cure").

If the party in default does not cure the default within thirty (30) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement or any Service identified in an Order by issuing a Notice of Termination, provided that UKG may immediately terminate or suspend Customer's access to the Services without notice if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy to prevent further harm. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

B. Bankruptcy: Either party may terminate this Agreement and all Orders immediately if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.

C. Termination without Cause: Twelve (12) months after the Billing Start Date, Customer may request to terminate the Order without cause during the Initial Term upon sixty (60) days written notice to UKG. In the event that Customer elects such termination, Customer shall immediately pay UKG the monthly Subscription Fees due for the remainder of the Initial Term pursuant to terms of the Order. The termination fee set forth above shall be based on the employee count as of the date of termination subject to the minimum as set forth herein.

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

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

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

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

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

ARTICLE XVIII
Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to Customer shall be in duplicate and addressed as follows:

To Customer:

County of El Dorado
Information Technologies Department
360 Fair Lane
Placerville, California 95667

Attn.: Tonya Digiorno
Information Technologies Director

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts Manager

or to such other location as Customer directs.

Notices to UKG shall be addressed as follows:

UKG Kronos Systems, LLC
900 Chelmsford Street
Lowell, Massachusetts 01851

Attn.: EVP Chief Legal Officer

With a copy to:
UKGLegal@ukg.com

or to such other location as UKG directs.

ARTICLE XIX
Change of Address: In the event of a change in address for UKG's principal place of business, UKG's Agent for Service of Process, or Notices to UKG, UKG shall notify Customer in writing as provided in ARTICLE XVIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by Customer's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XX
Indemnity:
A. **Claims Against Customer:** UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("Customer Indemnified Parties"), from and against any and all third party Claims to the extent resulting from (1) the Services or Documentation infringe or misappropriate any registered copyright or patent ("Infringement Claims"), or (2) UKG's negligent act or omission and resulting in personal bodily injury or death ("Bodily Injury") . UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such Infringement Claim or Bodily Injury Claim, or as a result of UKG's settlement of such a Infringement Claim or Bodily Injury Claim.

B. **Mitigation:** In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject

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

C.   **Exceptions:** UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) use other than as expressly permitted by this Agreement or by UKG in writing; or (b) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.

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

E.   This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.

The insurance obligations of UKG are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXI
Limitations of Liability:

A.   **Monetary Cap:** EXCEPT WITH RESPECT TO UKG'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE

PROVIDED TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

B. **Exclusion of Damages:** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.

C. **Applicability of Limitations:** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE XXII

Insurance: During the Order term, UKG, if requested by Customer, shall provide proof of a policy of insurance satisfactory to Customer's Risk Management Division, acting reasonably and evidencing that UKG maintains insurance that meets the following requirements:

A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which UKG's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than $1,000,000.

B. Commercial General Liability Insurance of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to blanket endorsements for the following coverage: premises, personal injury, operations, products and completed operations and a $2,000,000 aggregate limit. Customer shall be included as an additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to Customer's insurance, but only with respect to UKG's sole negligence. Upon written request, such blanket endorsement shall be provided to Customer.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used by UKG in performance of the Agreement.

D. Technology Errors & Omissions and Cyber/Data Breach Liability Insurance with a limit of not less than $1,000,000 per occurrence $5,000,000 aggregate is required by UKG in the performance of the Agreement.

E. The insurance will be issued by an insurance company acceptable to Customer's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

F. UKG agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, UKG endeavors to provide at least thirty (30) days following expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less, or for a period of not less than one (1) year. In the event UKG fails to keep in effect at all times insurance coverage as herein provided, Customer may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

G. UKG's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

ARTICLE XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes, but is not limited to, labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974

(section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for UKG and performing work for Customer and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with Customer's Conflict of Interest Code. Customer's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide Services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and Customer's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

UKG covenants that during the term of this Agreement neither it, nor any officer or employee of the UKG, has or shall knowingly acquire any interest, directly or indirectly, in any of the following:

1. Any other undisclosed contract connected with, or directly affected by, the Services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the Services to be performed by this Agreement.

3. Any officer or employee of Customer that are involved in this Agreement.

If UKG becomes aware of a conflict of interest related to this Agreement, UKG shall promptly notify Customer of the existence of that conflict, and Customer may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XVII, Default and Termination.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), UKG shall complete and sign the attached Exhibit G, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by UKG, if any, to any officer of Customer.

ARTICLE XXVI
Nondiscrimination:

A.   Customer may require UKG's Services on projects involving funding from various state and/or federal agencies, and as a consequence, UKG shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: UKG and its employees shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation with respect to its own hiring practices. UKG shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations, section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations as it relates

to its employment process and standards in California; and Title VI of the Civil Rights Act of 1964, as amended. UKG and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. UKG's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including California Code of Regulations, Title 2, section 11102.

ARTICLE XXVII
Nonresident Withholding: If UKG is not a California resident, UKG shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or Customer shall withhold seven (7%) percent of each payment made to the UKG during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding $1,500.00. UKG shall indemnify and hold Customer harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVIII
Customer Payee Data Record Form: All independent contractors or corporations providing services to Customer who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with Customer must file a Customer Payee Data Record Form with Customer.

ARTICLE XXIX
Licenses: UKG hereby represents and warrants that UKG has all the applicable licenses, permits, and certifications that are legally required for UKG to practice its profession or provide the Services or work contemplated under this Agreement in the State of California. UKG shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXX
California Forum and Law: Any dispute resolution action arising out of this Agreement shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXI
Government Use Provision: If Customer is a U.S. government entity, then it acknowledges that the Subscription Services and Documentation consist of "commercial items," as defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and in DFARS 227.7202, as applicable. All such customers will comply with this Agreement while using Subscription Services and Documentation, and if such customer needs any additional rights, it agrees that it will be subject to a mutually agreed addendum to this Agreement.

ARTICLE XXXII
Export: Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied party list and it shall not make the Services available to any person or entity that

(a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

ARTICLE XXXIII
Contract Administrator: The Customer Officer or employee with responsibility for administering this Agreement is Tonya Digiorno, Director, Information Technologies Department, or successor.

ARTICLE XXXIV
Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXV
Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVI
Surviving Provisions: Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.

ARTICLE XXXVII
Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXVIII
No Third-Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIX
Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XL

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _Wendy Thomas_   Dated: _9/24/24_

        Board of Supervisors
        "Customer"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _Khina Schauffeley_   Dated: _9/24/24_
       Deputy Clerk

-- UKG KRONOS SYSTEMS, LLC--

By: _Mei Deng_   Dated: 09/13/2024
    Mei Deng (Sep 13, 2024 17:16 EDT)

        Mei Deng
        Director Finance Business Operations
        "UKG"

UKG Kronos Systems, LLC

Exhibit A

Scope of Work

ÜKG

ORDER FORM

Quote#: Q-193593
Expires: 30 Sep, 2024
Sales Executive: Scott Gleske
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 29 Aug, 2024

Customer Legal Name:
EL DORADO COUNTY

Customer Legal Address:
360 FAIR LANE, PLACERVILLE, CA 95667 USA

Bill To: EL DORADO COUNTY
360 FAIR LANE
PLACERVILLE, CA 95667 USA

Ship To: EL DORADO COUNTY
360 FAIR LANE
PLACERVILLE, CA 95667 USA

Bill To Contact:

Ship To Contact: Amanda Earnshaw

Ship to Phone: (530) 621-5128
Ship to Mobile:
Contact: Amanda Earnshaw
Email: amanda.earnshaw@edcgov.us

Currency: USD
Customer PO Number:
Solution ID: 6132875
Initial Term: 60 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date
Data Center Location: USA

Subscription Services
Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO TIMEKEEPING HOURLY	2,050	USD 5.40	USD 11,070.00
UKG PRO ACTIVITIES	2,050	USD 1.35	USD 2,767.50
UKG PRO ACCRUALS	2,050	USD 0.54	USD 1,107.00

ÜKG

UKG Kronos Systems LLC   900 Chelmsford Street   Lowell, MA 01851

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO WFM INTEGRATION TO UKG TELESTAFF	400	USD 0.00	USD 0.00
UKG TELESTAFF CLOUD	400	USD 6.25	USD 2,500.00
Total Price			USD 17,444.50

Professional Services - Fixed Fee
Billing Frequency: Billed based on defined milestone

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 97,950.00	USD 97,950.00
Total Price				USD 97,950.00

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 17,444.50

Item	Total Price
Total Fixed Fees	USD 97,950.00

Order Notes:

The parties agree that Customer is migrating from their existing Workforce Central Software as a Service applications (the "Existing Applications") to the UKG Pro Workforce Management Software as a Service offering ("Pro WFM"). Customer's Software as a Service Agreement governing the Existing Applications will continue for up to two payroll cycles within 60 days after migration to Pro WFM, but in no event beyond December 31, 2025. After such period, Customer's rights to use the Existing Applications will be terminated, unless otherwise noted herein.

Pro WFM Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the Pro WFM Billing Start Date.

Before including any health related questions in UKG Pro Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

This Order is subject to and governed by the terms and conditions of the Agreement for Services #8922 signed contemporaneously

UKG

UKG Kronos Systems LLC   900 Chelmsford Street   Lowell, MA 01851

with this Order, between UKG and Customer (hereafter "Agreement")

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work located at:
www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures
of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at:
www.ukg.com/ukg-unified-dpa

Customer acknowledges that should the project implementation be delayed by Customer, payment of any remaining milestone payments (or balance) outlined on this Order shall be due and payable net 30 days after notice by UKG of Customer's delays. If Customer terminates the Professional Services for convenience as provided for in this Agreement, Customer will be responsible to pay for all milestones completed as well as a pro-rata portion of any milestones in progress calculated by multiplying UKG's then-current hourly rate by the number of actual service hours performed by UKG toward completion of the in-progress milestone, not to exceed the amount of the milestone.

The parties agree that Customer is transitioning from their existing TeleStaff perpetual software licenses (the "Existing Applications") to the TeleStaff Cloud software as a service offering in the Google Cloud Platform. Software Support for the Existing Applications shall continue, in accordance with UKG support policies, for up to 60 days after first production use of TeleStaff Cloud by Customer, but in no event beyond December 31, 2025, and shall terminate thereafter.

UKG Telestaff Cloud Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused fees for Software Support for the Existing Applications. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer shall continue to pay the Software Support on the Existing Applications until the Billing Start Date.

Despite any Statement of Work linked above, UKG Migration Launch Statement of Work for El Dorado County shall be provided as set forth in the attached Launch document.

This order is for a coordinated multi-site consolidation. The following customer solutions are impacted:

Solution ID 6104325 EL DORADO COUNTY SHERIFF

ÜKG

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

EL DORADO COUNTY		UKG Kronos Systems LLC
Signature:	*Wendy Thomas*	*Mei Deng* Mei Deng (Sep 13, 2024 17:16 EDT)
Name:	Wendy Thomas	**Mei Deng**
Title:	Chair, Board of Supervisors	Director, Finance BusOps
Date:	9/24/24	09/13/2024

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

UKG

UKG Kronos Systems LLC   900 Chelmsford Street   Lowell, MA 01851

![UKG logo]

ORDER FORM

Order Type: Quote
Date: 15 Aug, 2024

Bill To Contact:

Bill To: EL DORADO COUNTY
360 FAIR LANE
PLACERVILLE, CA 95667 USA

Solution ID: 6132875

Ship To Contact:

Ship To: EL DORADO COUNTY
360 FAIR LANE
PLACERVILLE, CA 95667 USA

Ship to Phone:
Ship to Mobile:
Contact: Amanda Earnshaw
Email: amanda.earnshaw@edcgov.us

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add

Order Notes:

This Order is subject to and governed by the terms and conditions of the SSLSA entered into between the parties March 24, 2017.

Software

Item	License/Quantity	Total Price
ON PREMISE HISTORICAL REPORTING - MANAGERS FOR WORKFORCE CENTRAL - PER MANAGER	5	USD 5,000.00
Total Price		USD 5,000.00

Quote Summary

Description	Total Price
Grand Total	USD 5,000.00

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UKG Kronos Systems LLC   900 Chelmsford Street   Lowell, MA 01851

EL DORADO COUNTY	UKG Kronos Systems LLC
Signature: _Wendy Thomas_	Signature: _Mei Deng_
Name: Wendy Thomas	Name: Mei Deng
Title: Chair, Board of Supervisors	Title: Director, Finance BusOps
Effective Date: 9/24/24	Effective Date: 09/13/2024

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Total Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed. If you are tax exempt, please provide a copy of your "Tax Exempt Certificate" with your signed quote.

UKG Migration Launch Statement of Work for El Dorado County

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the existing underlying Agreement for Services #8922 between the Parties. The SOW shall apply to this Order and shall supersede any Statement of Work linked in the Order. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

Implementation Scope

UKG product scope of work includes Pro WFM Timekeeping, Pro WFM Accruals, and Pro WFM Activities, with integration to Telestaff. UKG will rebuild the Customer's existing Telestaff instance on the Google Cloud Platform to move off Customer premise and align with UKG Pro Workforce Management (WFM).

Project Management

UKG will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the UKG Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The UKG Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the onboarding process.

This product will be delivered within approximately six (6) to nine (9) months using an implementation methodology consisting of activities and deliverables logically sequenced and grouped into distinct phases. The Statement of Work is organized into the following phases (Project Team, Requirements, Build, Test, Training, and GOLIVE/Support) with identified activities and deliverables.

El Dorado County reserves the right to interview UKG staff prior to being assigned to the project. Refusal of project team members may lead to project timeline delays.

1. Introduction to Launch

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

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

2. Subscription Service(s) in Scope

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

Subscription Service	Project Type	Go Live Phase
UKG Pro Workforce Management- Timekeeping	Migration	Phase 1
UKG Pro Workforce Management- Accruals	Migration	Phase 1
UKG Pro Activities	Migration	Phase 1
UKG Telestaff Cloud	Rebuild	Phase 1

3. Launch Parameters

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

Launch Item	Guidelines
Project Launch and Completion	- UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. - A "Migration" Launch assumes existing configuration will be moved "as-is" from the legacy system where possible and does not include additional services to introduce or retool workflows or policies during the migration. New functionality as identified in this SOW is included. - The typical Phase 1 Launch duration is <6> months from project kick-off. - Launch services for each phase end when the scope of services are completed or expire nine (9) months after the project kick-off, whichever comes first.
Launch Pricing	- Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration identified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order.
Work Hours	- UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. - Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Customer Tasks and Communication	- Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. - Customer's project manager is the appointed point of contact for Customer on this project. Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
Travel and Access	- UKG will deliver the scope of this project utilizing a blended approach of on and offsite resources. Onsite visits will be mutually agreed upon in advance. - Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). - Payments to UKG for travel, lodging, per diem, and mileage expenses, if applicable, for UKG's claims for reimbursement shall not exceed the rates to be paid to Customer employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. UKG is responsible for cancelling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. UKG shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and Customer's Contract Administrator of designee has determined the reasons are valid. For onsite contingency services, any reimbursements for travel related expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement. - Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible foris responsible foris responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and Customer are described below along with primary Launch deliverables and acceptance criteria. The roles, responsibilities, and deliverables defined below apply UKG Pro Timekeeping, Accruals, Activities, and UKG Telestaff Cloud.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	- Review Statement of Work (SOW), contract documents and resource assignments with Customer - Facilitate and participate in the kick-off meeting - Assist in defining Customer resources and training plan as part of the project plan - Provide Customer access to the Subscription Service(s) as contracted in the Order	- Validate Statement of Work (SOW), contract documents and resource assignments - Share project goals/success criteria with UKG project team - Participate in the kick-off meeting - Ensure key project resources attend recommended training course(s) throughout implementation	- Statement of Work (SOW) and contract documents reviewed and align with those received with the Order - Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team - Access to the UKG Subscription Service(s) obtained as contracted in the Order

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Launch Phase	UKG	Customer	Deliverables
Requirements			
	• Review legacy system setup and identify if configuration changes are needed in new system due to differences in functionality. • Review any necessary configuration changes with Customer and determine how to best configure the new system to meet their needs. • Guide Customer in gathering business requirements for New Functionality items as stated in this SOW • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations • Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan	• Review legacy system setup to identify outdated or unused items that should not be brought over to the new system. • Partner with UKG to review any configuration changes needed due to differences in functionality between the legacy system and the new system. • Gather policy/procedure documentation and business use cases to complete data collection process for Net New Subscription Services • Describe expected solution, business process(es), and business rules for all employee groups in scope • Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines • Participate in the documentation of project assumptions, risks, and configuration needs	• Updated project plan delivered detailing activities and primary milestones • Legacy system setup reviewed to determine how it will transfer to the new system. • Data collection process complete • Testing strategy workshop(s) delivered • Agreed upon project scope document delivered • Updated project plan delivered detailing activities and primary milestones and timelines of the project •
Build			
	• Complete all migration tasks from Workforce Central.. • Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration as identified in the project scope document. • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration as identified in the project scope document. • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for project scope document • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test			
	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects • Provide Train-the-Trainer sessions	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects • Attend Train-the-Trainer sessions	• User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live			
	• Provide production support and post-live support for transition to UKG's Support Services team • UKG will move all history data timecard and approval to on-prem solution	• Execute manager and end-user training (prior to go-live) • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

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5. Project Team Composition

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

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

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Workforce Management Consultant	• Primary point of contact for workforce management subscription services configuration life cycle per the Launch methodology

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
HR Subject Matter Expert	• Customer's primary HR representative
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker
Telestaff Subject Matter Export	• Customer's primary Telestaff representative and designated decision maker
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker
Dept Subject Matter Experts	• Dept subject matter experts, as needed, to act as a primary resource for their specialty area

6. Professional Services and Subscription Service Assumptions

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

Professional Training and User Adoption Services	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
Train the Trainer Consulting Workshop	UKG will: • Conduct three (3) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each focused on user training delivery for manager and employee roles • Provide standard hands-on exercises with the most common tasks for managers • Provide access to editable PowerPoint and participant guide from the Manager Tasks and Outcomes course

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from Customer to validate system readiness prior to Go Live Note: • Customer has declined the option to purchase supplemental testing services offered by UKG and/or their certified partners and is fully prepared to support the UAT phase of the project with internal resources. Doing so may impact the timeline of this project. If any necessary Customer testing is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.

Professional Integration Services	Assumptions
Flat-File Integration Templates	UKG will deliver the following integration templates in addition to those already included with Subscription Services. These will be delivered via encrypted flat file through a secure FTP site and processed as a scheduled event: • One (1) Time File Export (Automatic exclusion of "hard return") • One (1) Accrual Export • One (1) Accrual ImportOne (1) Employee Import • One (1) Department Code Import • One (1) Location Code Import • One (1) Org Code Import • One (1) Accounting String Import • One (1) Activities Structure Import • Standard integration with UKG Pro Workforce Manager (WFM) ○ (1) standardized UKG Pro WFM<>UKG TeleStaff integration design mapping for four institutions.

Professional Ancillary Services	Assumptions
UKG Workforce	UKG will:

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Professional Ancillary Services	Assumptions
Central Historical Access	• Provide historical access setup services with upgrade for read-only reporting purposes for Customer's existing instance of Workforce Central. • Provide hardware recommendations and assist with restoring the UKG database on-premise • Install/Upgrade base Workforce Central applications (if applicable) • Move reports (including custom) to the historical environment Note: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On are excluded from the scope.
UKG Telestaff Historical Data Access	UKG will: • Provide hardware recommendations to support the historical system • Assist with restoring the UKG database received from the on premise database. • Install base UKG Telestaff applications to allow viewing employee records for report running purposes. Modules such as UKG Gateway Manager, custom features, and Single Sign On will be omitted from the scope of the historical environment. • The Telestaff version and services pack to be installed will be the same version as what was installed in on premise database. • Custom Reports will be moved to historical environment. Assumptions: • Customer will provide Hardware, Operating System, and Microsoft SQL Server to support Historical system per UKG Guidelines. • Customer will request a copy of their on premise database once they have discontinued collecting additional data into that database and decommissioned from the on premise database. Customer will have 15 days from termination to retrieve their data. • UKG will perform the application build and touch test of the historical system. • Customer will perform User Acceptance Testing.

Subscription Services	Assumptions
UKG Pro Workforce Management	UKG will: • Migrate existing employee pay rules, union CBAs, Accrual policies, and attestation workflows from Workforce Central. • Install one (1) Production and one (1) Development tenant. UKG Will configure: • Employee Schedules • Time off Request • Off Schedule Overtime • Additional pays (i.e. shift pays) following worked time into interface to MUNIS • Historical Corrections for Activity Strings • Improve activity assignments to users by Org vs Dept • Single Sign On (SSO) for three Azure tenants • -Migration of existing custom reports to standard WFM Pro Dataviews, • Access to mobile application, • Configure alternative FLSA work periods to correct total hours display
UKG Pro Activities	UKG will migrate existing Workforce Central Activities configuration, including results templates and forms. • Configure the following integrations as applicable: Activities Labor Category import; Activities Definitions import; Activities Results Codes import; Activities Transactions export to ERP or cost accounting system
UKG TeleStaff Cloud	Scope Includes:

Subscription Services	Assumptions

	• Four (4) Institutions
	• Three (3) unique business units with continuous 24/7 staffing requirements
	   ◦ Operations
	   ◦ Custody
	   ◦ Support Services
	• 1 administrative schedule group with no staffing rules
	• Installation of (1) Production and (1) Development environment
	• Rebuild existing UKG Telestaff configuration and perform necessary review and reconfiguration of shifts, work codes, and rules.
	• UKG will provide data output for 3rd party integrations (i.e. CAD). The Customer is responsible for re-establishing the interface connection with any 3rd party solution.
	• System Overview of latest major UKG TeleStaff Cloud version
	• Testing Support for four Institutions
	• Single-Sign-On (SSO) Authentication
	• One production cutover aligned with UKG Pro WFM cutover
	• Post Go-Live Support for 2 pay periods
	• Only those customizations explicitly defined within this SOW (if applicable) will be included in the rebuild
	
	Assumptions:
	
	• A new Production and Development cloud environment will be provisioned to support the latest UKG TeleStaff Cloud version
	Existing core configuration including customers configured bidding module will be moved to the Customer's new cloud environment. Only the historical data necessary to ensure the staffing rules are correct will be imported into the new database.

7. Milestone Invoice Schedule

This fixed-fee project will be invoiced based on the following milestone schedule:

Fixed-Fee Invoice Schedule

Project Phase	Milestone #	Deliverable	Invoice Amount
Welcome	1.1	Statement of Work (SOW) and contract documents reviewed and align with those received with the Order	$ 1,800.00
	1.2	Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team	$ 3,600.00
	1.3	Access to the UKG Subscription Service(s) obtained as contracted in the Order	$ 7,200.00
		Welcome Phase Total	**$ 12,600.00**
Requirements	2.1	Requirements workshop(s) delivered enabling the data collection process	$ 9,000.00
	2.2	Testing strategy workshop(s) delivered supporting testing strategy definition	$ 8,100.00
	2.3	Document detailing project assumptions, risks, and configuration needs jointly produced	$ 4,500.00
	2.4	Project scope document delivered detailing results of the requirements phase	$ 7,200.00
	2.5	Updated project plan delivered detailing activities and primary milestones and timelines of the project	$ 6,300.00
		Requirements Phase Total	**$ 35,100.00**
Build	3.1	Unit testing completed and configuration validated for Subscription Service(s)	$ 8,100.00
	3.2	Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields	$ 5,400.00
	3.3	Interfaces are configured and align with those defined in the SOW	$ 6,300.00
		Build Phase Total	**$ 19,800.00**
Test	4.1	User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received	$ 11,700.00
		Test Phase Total	**$ 11,700.00**
Go Live	5.1	First live date has been achieved and first pay period following go-live has been completed (both UKG Pro WFM and UKG Telestaff Cloud)	$ 7,200.00
	5.2	Complete transition to UKG's Support Services team	$ 3,600.00
		Go-Live Phase Total	**$ 10,800.00**
Education	6.1	Three (3) Train the Trainer Sessions	$ 7,950.00
		Education Total	**$ 7,950.00**
		Fixed Fee Services Total	**$ 97,950.00**

At the specified milestones described in the Fixed Fee Invoice Schedule, we will deliver completed project service deliverables for review and approval. Service deliverables shall be accepted or rejected within 10 consecutive business days from the time of submittal for acceptance. Service deliverables shall be deemed accepted in the absence of review or response of acceptance within this specified time. The use or partial use of any service deliverable, except for the go live milestone, constitutes acceptance of that service deliverable Feedback supplied after the review period will be evaluated as a potential change of scope.

The Service Deliverable Acceptance Process is described below.

- Submission of Service deliverables

The UKG Project Manager, or designee, will prepare a Service Deliverable Acceptance Form and forward with the respective service deliverable to the Customer Project Manager, or Customer designee, for consideration.

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- Assessment of Service Deliverables

The Customer representative will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete. Additional work on, or changes to, an accepted service deliverable that are requested by the Customer will be managed through the Service Request process.

- Acceptance / Rejection

After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the UKG team. If feedback from multiple Customer representatives is received, then the Customer Project Manager, or Customer designee, will consolidate that feedback before delivering it to the UKG team.

- Correction of Service Deliverables

UKG will correct in-scope problems found with the service deliverable. UKG will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once UKG addresses all mutually agreed upon in-scope problems, the service deliverable will be accepted by the Customer.

- Monitoring and Reporting

The UKG project team will track service deliverable acceptance. Updates on service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee

8. Service Requests (Work Orders)

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

The following excluded items are considered out of scope and will require a service request ("Excluded Items"):
- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the Launch duration

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

UKG Service Requests (Work Orders) should include a description of the work to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignments, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. The Service Request (Work Order) will not be effective until executed by an authorized representative of the Customer. UKG shall not commence services until any service request is executed.

The period of performance for Service Requests (Work Orders) shall be in accordance with the dates specified in each assignment. No payment will be made for any work performed before or after the period of performance in the Service Request (Work Order) unless the amended. No Service Request (Work Order) will be written which exceeds the cumulative total of the not-to-exceed dollar amount or extends beyond the expiration date of this Agreement.

The Service Request (Work Order) and all applicable supporting documents will be governed by the terms of this Agreement even in the absence of a reference to this Agreement. In the event of a conflict between the terms of the Agreement and any Service Request (Work Order), the order of precedence shall be as follows: (i) the applicable Service Request (with the most recent and specific document controlling if there are conflicts between UKG's sales documentation and any applicable supporting document(s) incorporated into the applicable Service Request), and (ii) this Agreement.

UKG Kronos Systems, LLC

Exhibit B

Attachment B, Functional Requirements Matrix of RFP #24-961-015

RFP #	Functional Category	Descriptions	Importance	Availability	Comment
1	System Components	Ability to construct system around hierarchical structure by Department, Org Code, and account strings.	M	F = Fully meets	
1	System Components	The system needs to be able to relate the County's 7-digit Org code with detailed accounting strings. Accounting strings can be 43 char in length.	M	F = Fully meets	
1	System Components	The system needs to be able to close accounting strings with proper access. This access might be at a department level.	D	F = Fully meets	
1	System Components	Ability to construct employee profiles with employee supervisor id (10digit), MOU/BU (2char), PERS type, holiday type, service date, hire date, job class (4digit), dept code(4digit), location code (4digit), and org code (7digit)	M	F = Fully meets	
2	Security	Assign employee access to a supervisor may be limited by department, supervisor id, or origination code.	M	F = Fully meets	
2	Security	System access to configurations, setup, and functionality should be limited by a user role in the system. Current roles included but not limited to payroll admin, IT Admin, IT helpdesk desk, department head signoff, supervisor, view only reviewer, and employee.	M	F = Fully meets	
2	Security	The system should limit access to reports based on role in system admin, supervisor, and employee.	M	F = Fully meets	
2	Security	All activity in the system setup and timecards must maintain accessible audit history	M	F = Fully meets	
2	Security	Supervisor may select a backup when out of office	HD	F = Fully meets	
2	Security - Timecard	The system must notify an employee if their timecard is updated after the employee approval.	M	F = Fully meets	
2	Security - Timecard	Timecard approval workflow by employee. Employees may have one to many timecard approvals.	M	F = Fully meets	
2	Security - Timecard	Supervisor may adjust an accounting string once a timecard has be signed off/locked. These changes need to be in the audit history. They can NOT change worked hours only the allocation of time.	D	F = Fully meets	These correction would occur as a historical correction where there is a complete audit trail. The Historical Correction can make sure that changes will recalculate all that is impacted and make sure the correction is passed to payroll
2	Security - Timecard	Employees should be assigned org and accounting string access by department or org code	M	F = Fully meets	
2	Security - Timecard	Employees should be assigned pay code access by MOU and/or Department code	M	F = Fully meets	
2	Security - Timecard	Payroll admin needs the ability to lock all timecards and override timecard locks.	M	F = Fully meets	
2	Security - Timecard	System allows prior periods to be edited by users with appropriate permissions	M	F = Fully meets	
2	Security - Timecard	System allows view access to prior periods with appropriate permissions	M	F = Fully meets	
3	Security - Timecard Allocations	Ability to make accounting strings inactive. This should be controlled by an inactive date and/or status. Access to the date and status should be controlled by roles and permissions by department code or org code.	D	F = Fully meets	
3	Time Entry	Employees need to enter time by quantity of hours (exempt).	M	F = Fully meets	
3	Time Entry	Employees need to enter exact time in and out (nonexempt)	M	F = Fully meets	
3	Time Entry	Employees need to enter exact time in and out via time clock (nonexempt)	D	F = Fully meets	
3	Time Entry	Employee needs to enter leave time within their available balance	M	F = Fully meets	
3	Time Entry	Employee needs to enter additional pays within the employees access	M	F = Fully meets	

3	Time Entry	Employees must approve their timecards with a County approved statement	M	F = Fully meets	
	Time Entry	An employee that works within two job (job classes), needs to enter time by job class	M	F = Fully meets	
3	Time Entry - Comments	Employee needs the ability to enter comments on time worked, additional pay codes, or accrual/leave codes.	HD	F = Fully meets	
3	Time Entry - Closed Period	After a pay period is closed an employee may want to request an adjustment. This could be to change a leave code. The system should provide a function for the employee to request this change. The change should be approved by the supervisor and/or the department head.	U	F = Fully meets	There are multiple requests here. UKG Pro WFM can be configured to meet all of these functions.
3	Time Entry - Allocations	Departments may require employees to allocate worked time to accounting strings. All time needs to be allocated.	M	F = Fully meets	
3	Time Entry - Allocations	Employee using allocations must allocate all time or user should have an error. The system should catch rounding errors for the user to correct.	M	F = Fully meets	As configured.
3	Time Entry - Allocations	Departments may require employees to allocate leave time or additional pays to accounting strings. All time needs to be allocated or user should have an error.	D	F = Fully meets	
3	Time Entry - Allocations	Employees should be limited to ACTIVE accounting strings assigned. Accounting strings can be assigned by department code or org code.	D	F = Fully meets	
3	Time Entry - Allocations	Employees should be able to add equipment time to a timecard. This would be in addition to work time.	U	F = Fully meets	With the deployment of Activities.
3	Time Entry - Allocations	Employees should have an easy to use search tool to find accounting strings. They may need to search by dept code, org code, descriptions, or accounting string segment. Wildcard search is required.	U	F = Fully meets	
4	Time Entry - Supervisor	Ability for supervisor to update employee timecard before and after an employee approval unless timecard has already been approved by other supervisor	M	F = Fully meets	
4	Time Entry - Supervisor	Supervisor need a dashboard to review all employee timecards. The dashboard should inform them of the following items Employee Approval, Supervisor Approval(s), Dept Head Signoff/Approval (lock), worked hours, OT hrs., Comp Hrs., leave hours, and additional pay/leave codes as requested.	M	F = Fully meets	
4	Time Entry - Supervisor	System needs to notify employee when a timecard is updated by a supervisor after employee approval, or if supervisor created time card if missing.	M	F = Fully meets	
4	Time Entry - Supervisor	System must restrict supervisors access to their own timecard to (employee view) account strings, leave code, and pay codes but allow them access to the employee accounts strings, leave codes, and pay codes when updating the employees card (supervisor view).	M	F = Fully meets	
4	Time Entry - Supervisor	Each department has a designated employee(s) to sign off (lock timecards) prior to payroll.	M	F = Fully meets	
5	Time Entry- OT/Comp	The system must calculate overtime hours by FLSA work period. The FLSA period can be 40 hours in one week, 80 hours in two weeks, or alternative periods beginning on others days and times (9/80) . The default work period for the County is Saturday-midnight to Friday-midnight.	M	F = Fully meets	
5	Time Entry- OT/Comp	The system must calculate non-overtime pay beyond 40 and/or 80 hours depending on combination of pay codes used (sick/holiday/vacation depending on the MOU).	M	F = Fully meets	
5	Time Entry- OT/Comp	Departments want overtime to be applied on off scheduled hours, but it must be calculated by FLSA Period.	D	F = Fully meets	
5	Time Entry- OT/Comp	System must calculate overtime hours by employee type (differences per bargaining unit).	M	F = Fully meets	
5	Time Entry- OT/Comp	Employees are given the choice to take comp time or take paid overtime. This does NOT require approval. They are not allowed comp time if at maximum accrual limit.	M	F = Fully meets	
5	Time Entry- OT/Comp	Departments may want overtime preapproved before use. This is not mandatory but a nice to have.	D	F = Fully meets	

#	Category	Requirement		Rating	Notes
6	9/80 Setup	Timecards are submitted, approved, and locked by Pay Period regardless of FLSA work period. System should allow 9/80 employees to continue to enter time in FLSA work period that is outside the locked pay period.	M	F = Fully meets	
6	9/80 Setup	When a 9/80 employee takes leave on a "split day" (day their FLSA work period ends & begins at noon), system should allow for leave hours to be assigned to appropriate work period (the employee may work one hour in the morning and use 3 hours of leave before noon, and use 4 hours of leave after noon).	M	F = Fully meets	
6	9/80 Setup	The system should be allow an alternative FLSA work periods (9/80 assigned by employee) where the FLSA work period ends & begins on days/times other than normal pay period (currently 9/80 split days are Monday or Friday). This is an 8 hour day that is split between two FLSA work periods (9/80).	M	F = Fully meets	
6	9/80 Setup	The system should be FLSA compliant. The FLSA work period can be a 40 hours (Sat to Friday), or 80 hours (Sat to 2nd Friday), or 9/80 alternative . Overtime needs to be calculated on the FLSA period not the 9/80 work week.	M	F = Fully meets	
6	9/80 Setup	Employees on alternative 9/80 work periods (and their supervisors) need a selectable view to see/approve the time worked in the normal 14 day pay period. The 9/80 work period is not the same as the pay period.	HD	F = Fully meets	
7	Schedules	System should be able to schedule employees for special assignments (on-call, etc.) that are in addition to in/out times, days, hours.	D	F = Fully meets	
7	Schedules	Supervisors need to be able to manage apply employee schedules. Schedules may be indefinite or temporary.	M	F = Fully meets	
7	Schedules	The system should have predefined schedules for use by Supervisors	M	F = Fully meets	
8	Time Off Management	System should allow for a time off calendar for departments to review coverage.	HD	F = Fully meets	
8	Time Off Management	Employees should be able to request time off by accrual type.	M	F = Fully meets	
8	Time Off Management	The supervisor(s) must approve the request.	M	F = Fully meets	
8	Time Off Management	Employees should have the correct balance in order to enter the time off request. Employees earn most accruals by hour. They can NOT use an accrual that is not earned.	M	F = Fully meets	
8	Time Off Management	Ability to allow specific employee types (part-time/seasonal/temporary) to request time-off even though they do not accrue vacation leave (dentist appt, etc.).	HD	F = Fully meets	
8	Time Off Management	Employees should be able to see a calendar view of their time off as well as those of the coworkers across department or division in order to ensure coverage	HD	F = Fully meets	As configured.
8	Time Off Management	Employees should be able to see a calendar view of their time off as well as those of the coworkers across department or division in order to ensure coverage but with the ability to filter on groups	HD	P = Partially meets	The Application can allow visibility to others that have requested time off and what status it is in. The ability to filter is predefined. The application can also assist by configuring parameters around how many people in a department or group may be off on any day to guide the decision maker if coverage is at risk
9	Pay codes	Ability to construct and apply pay profile by effective date. An employee may have two pay profiles in on pay period (promotion to other bargaining unit).	M	F = Fully meets	
9	Pay codes	Ability to Create Custom Pay codes	M	F = Fully meets	
10	Accruals	Employees need to see current accrual balances and usage of accruals taken and earned from a timecard.	M	F = Fully meets	
10	Accruals	Supervisors to view their employees' accruals balances and usage of accruals taken and earned from a timecard.	M	F = Fully meets	
10	Accruals	Ability for an employee to see leave time in the future for use but control the leave time based on the employee accruals (hourly based on pay codes).	M	F = Fully meets	
11	Reporting/Insights		HD		
11	Reporting/Insights	Timecard views or reports with all comments entered by employees including but not limited to comments on allocations, leave codes, and/or additional pay codes.	HD	F = Fully meets	
11	Reporting/Insights	Timecard views or reports for pay period audits. The audits can include but not limited to missing hours, missing approvals, pay code errors, or user allocation errors.	D	F = Fully meets	
11	Reporting/Insights	Timecard views or reports to review timecard allocations to accounting strings	HD	F = Fully meets	
11	Reporting/Insights	Ability to show trends and changes for time studies, such as when a person changes where they are time studying , or able to see when a % of time spent in accounting strings exceeds predetermined amount	D	F = Fully meets	
11	Reporting/Insights	Allow for the use of API's to import/export data	HD	F = Fully meets	
11	Reporting/Insights	Robust and easy to use reporting options that enforce location security	M	F = Fully meets	
11	Reporting/Insights	Search by String: Being able to see time coded to a specific string within the current pay period.	HD	F = Fully meets	
11	Reporting/Insights	Required report for audits -Timecard detail and comments with all activity and allocations (who approved when, rejected, received again, etc.)	M	F = Fully meets	
	Maintenance & Upgrades	Must have schedule for system maintenance and upgrades with Test Environment availability for testing changes.	M	F = Fully meets	A development environment is provided along with a production environment. All configuration changes made in the development environment can be automatically transitioned to the production environment on demand by the authorized user
	Mobile Computing	Ability to enter time outside of the office (App/Mobile)	M	F = Fully meets	

UKG Kronos Systems, LLC

Exhibit C

UKG Pro Workforce Management Services Description

**UKG Pro Workforce Management
Services Description**

1.   Services Description

1.1.   This services description ("**Services Description**") applies to UKG's provision of the commercially available version of the UKG Pro Workforce Management ("**WFM**") software as a service application(s), in UKG's hosting environment, and related services, including those applications listed in in section 1.2 when set forth on the Order (collectively, "**Subscription Services**"). Subscription Services shall be delivered by UKG permitting Customer's access to the infrastructure hosting Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other services (collectively, the "**Agreement**").

1.2.   This Service Description also applies to the following Subscription Services: 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 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 Pro Document Manager and UKG Pro 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.

2.   Right to Access and Use, Fees

Customer acknowledges and agrees that the access rights to use the Subscription Services, including Seasonal Licenses when included on the Order, are limited based upon the number of employees identified on the Order. Monthly Service Fees shall be based on such number of employees and invoiced on the frequency for the invoicing of the fees ("**Billing Frequency**") as identified on the Order commencing on the Billing Start Date identified on the Order. 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.

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.   Service Level Agreement

The Service Level Agreement ("**SLA**") is set forth in Exhibit 1 of this Services Description.

5.   UKG Support Policy

The UKG Support Policy is set forth in Exhibit 2 of this Services Description.

6.   UKG Pro Workforce Management Additional Tenant and Disaster Recovery

UKG Pro Workforce Management and the related Subscriptions Services 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. The recovery time objective is 24 hours and the recovery point objective is 4 hours.

7.   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 Services Description and right to use Subscription Services terminate, Customer's right to access the Boomi AtomSphere Service and the Boomi Software also terminates.

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

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

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

The Hosted Environment is a non-production environment.

8.   **UKG Pro Workforce Management Data Hub**

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.

Exhibit 1

SERVICE LEVEL AGREEMENT FOR THE
SUBSCRIPTION SERVICES AVAILABILITY

Service Level Agreement: UKG offers the Service Level Agreement (SLA) and associated SLA Credits as described herein, solely for Subscriptions Services which are subject to this Services Descriptions.

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

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

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 <u>UKG Pro Workforce Management</u> and related Subscription Services covered by the same Services Description for each of the data center locations is:
- US/Canada Eastern Time every Thursday from 12:00 AM to 4:00 AM
- Australian Eastern Time every Thursday from 12:00 AM to 4:00 AM
- Central European Time every Thursday from 2:00 AM to 6:00 AM

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

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

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

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

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

Reporting and Claims Process
UKG will provide Customer with Availability metrics on a monthly basis for each prior calendar month, upon Customer's written request to UKG within sixty (60) days of completion of the month that Customer is claiming an SLA Credit. Customer

waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on UKG' records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

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

Exhibit 2

CUSTOMER SUPPORT POLICY

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

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

Priority Level	Description	Target Response Time
High	A critical Customer issue with no available workaround where the Subscription Services cannot be accessed, or where the Subscription Services are experiencing major system degradation, such as: • Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two business (2) hours

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

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

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

Critical Outages

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

Technical Escalation

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

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

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

Management Escalation

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

Remote Support

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

UKG Community

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

Additional Support Options

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

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

UKG Kronos Systems, LLC

Exhibit D

UKG SaaS Support Policies and Services

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: • Cloud outage • Unable to sign-off time cards • Payroll data accuracy or unable to process payroll • Totals are not accurate • Unable to collect punches from terminals • Unable to access a critical function within the Subscription Services	Thirty (30) minutes or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the Subscription Services effectively, such as: • Intermittent or inconsistent functionality results or data accuracy (e.g., accrual balances not matching pay codes, but balances are accurate) • Data display inaccuracies or inconsistencies across multiple tasks • Application performance is inconsistent or fluctuates	One (1) business hour or immediately via Rapid Response
Low	Non-critical Customer issue generally entailing use and usability issues or "how to" questions, such as: • How do I set up a holiday pay rule? • How do I run a report?	Within two (2) business 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.

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

Customer 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 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/articla/KB13193.

Remote Support

UKG utilizes a web-based screen-sharing tool of its choosing that enables UKG to support Customer by empowering our support representatives to remotely view the computer of 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 Customer needs 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/Application Programming Interface (API) Support: Assistance with enhancing and updating existing API's 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

UKG Kronos Systems, LLC

Exhibit E

UKG Acceptable Use Policy

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

1. Prohibited Use.

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

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to: • **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography. • **Harmful or Fraudulent Activities.** Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices. • **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others. • **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts. • **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.
(b) No Security Violations	Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to: • **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System. • **Interception.** Monitoring of data or traffic on a System without permission. • **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers. • **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)
(c) No Network Abuse	Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to: • **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled. • **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective. • **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques. • **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.

UKG Kronos Systems, LLC

Exhibit F

UKG Data Processing Addendum

This Data Processing Addendum ("DPA") is by and between (i) the UKG entity, as the Processor of Customer Personal Data, set forth in the Order or Statement of Work that references the UKG Master Services Agreement, or any other then-current effective agreement, (the "Agreement"), ("UKG"), and (ii) the person or entity who is named on such Order or Statement of Work on behalf of itself and Customer Affiliates, as the Controller of Customer Personal Data, ("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 Customer Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal Data.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the respective receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General

1.1 The above and foregoing recitals are true and correct and incorporated herein by reference.

1.2 This DPA consists of the terms and conditions set forth in this DPA and the following Schedules, which are attached hereto and incorporated herein by reference:

1.2.1 Schedule 1: Details of the Processing

1.2.2 Schedule 2: Technical and Organizational Security Measures

1.2.3 Schedule 3: Additional Applicable Privacy Provisions

2. Definitions

2.1 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. "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 Law(s)" means any applicable provisions of all 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 Data. 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.

"Cross-Border Transfer Mechanism" means applicable legally valid mechanisms required for the transfer of Customer Personal Data from a Controller or a Processor in a given jurisdiction to another Processor or Subprocessor operating in a separate jurisdiction where Applicable Laws require a legal mechanism for cross-border transfer. Such mechanisms include, by way of example and without limitation, the Standard Contractual Clauses.

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

"Countries with Adequate Protection" means the following applicable third countries, territories, or specified sectors within a third country: (1) for data processed subject to the EU GDPR: the EEA, or a country or territory that is the subject of an adequacy decision by the Commission under Article 45(1) of the EU GDPR;
(2) for data processed subject to the UK GDPR: the UK or a country or territory that is the subject of the adequacy regulations under Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018; and/or
(3) for data processed subject to the Swiss FDPA: Switzerland, or a country or territory that (i) is included in the list of the states whose legislation ensures an adequate level of protection as published by the Swiss Federal Data Protection and Information Commissioner, or (ii) is the subject of an adequacy decision by the Swiss Federal Council under the Swiss FDPA.

"Customer Personal Data" means any Personal Data Processed by UKG on behalf of Customer pursuant to or in connection with the Agreement.

"GDPR" means EU General Data Protection Regulation 2016/679.

"Pseudonymized Data" means Data that has gone through Pseudonymization.

"Restricted Transfer" means a transfer of Customer Personal Data from Customer to a UKG Processor, or a transfer of such data between UKG Processors, where such transfer would be prohibited by Applicable Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Laws) in the absence of a Cross-Border Transfer Mechanism.

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

"Standard Contractual Clauses" or **"SCCs"** means any type or module of standard contractual clauses approved by any relevant authority such as the European Commission in Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries, the British Data Protection Authority, the Swiss Data Protection Authority or the Singapore Data Protection Authority, including those executed between UKG Affiliates as UKG Processors. The completed EU SCCs (Processor-to-Processor) and (Controller-to-Processor) are available on ukg.com, and are deemed incorporated in this DPA, in accordance with Section 11 below.

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

"UKG Processor" means UKG or a UKG Subprocessor.

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

The terms, **"Commission"**, **"Controller"**, **"Data Subject"**, **"Member State"**, **"Personal Data"**, **"Personal Data Breach"**, **"Personal Information"**, **"Processing"**, **"Processor"**, **"Pseudonymization"** and **"Supervisory Authority"**, will have the same meaning as in the GDPR, or the equivalent meaning as set forth in Applicable Laws, and **"Processing"** shall be interpreted to include the following as applicable **"Process"**, **"Processes"** and **"Processed"**.

Where applicable, the terms, **"Service Provider"** and **"Sell"** will have the same meaning as in the California Consumer Privacy Act (**"CCPA"**).

3.   Processing of Customer Personal Data

3.1   UKG will:

3.1.1   comply with all Applicable Laws in the Processing of Customer Personal Data; and

3.1.2   not Process Customer Personal Data other than 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 Data.

3.2   Customer hereby:

3.2.1   instructs UKG (and authorizes UKG to instruct each Subprocessor) to: (a) Process Customer Personal Data; and (b) in particular, transfer Customer Personal Data to any country or territory subject to the provisions of this DPA, in each case as reasonably necessary for the provision of the Services and consistent with the Agreement.

3.2.2   warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in Section 3.2.1 on behalf of each relevant Customer Affiliate;

3.2.3   warrants and represents that it has all necessary rights in relation to the Customer Personal Data and/or has collected all necessary consents from Data Subjects to Process Customer Personal Data to the extent required by Applicable Law; and

3.2.4   acknowledges that Pseudonymized Data may be reused for specific secondary purposes outlined in this DPA and/or the

Agreement, including but not limited to data analysis, research, product development, and improvement, including through the use of artificial intelligence, machine learning, and similar advanced technologies, as long as such reuse complies with Applicable Laws. UKG agrees to maintain the confidentiality and security of Pseudonymized Data in accordance with the technical and organizational measures detailed under Schedule 2. UKG shall restrict access to Pseudonymized Data to only those personnel who have a legitimate need-to-know for the specific purposes outlined in the Agreement. UKG will not attempt to re-identify or reverse engineer Pseudonymized Data to obtain Personal Data. It is understood that any processing by UKG must at all times comply with the requirements of Applicable Laws, as detailed in Section 3.2.4 and Section 5 of this DPA. The Parties mutually agree and acknowledge that, solely in relation to the purpose of improving the Services, UKG's use of such Pseudonymized Data shall be considered a compatible purpose with the original processing intention for which the Customer Data was initially collected. UKG commits to (i) making reasonable efforts to pseudonymize, de-identify, and aggregate Customer Data before utilizing it for the purpose of enhancing the Services, (ii) offering to users the possibility to withdraw their consent to such usage, and (ii) to reasonably assist Customer with data subject access requests.

3.3   Schedule 1 to this DPA sets out certain information regarding UKG's Processing of Customer Personal Data as required by Article 28(3) of the GDPR (and equivalent requirements of other Applicable Laws).

4.   UKG Personnel

UKG will take steps to ensure that access to Customer Personal Data is limited to those individuals who: (a) need to know or access the relevant Customer Personal Data 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.

5.   Security

5.1   Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, UKG will in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk as set forth in Schedule 2 to this DPA.

5.2   In assessing the appropriate level of security, UKG will take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

6.   Subprocessing

6.1   Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 6, 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 Statement of Work or Order Form or in an addendum to this DPA.

6.2   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 Data on behalf of Customer. Customer may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection 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 Data 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.

6.3   With respect to each Subprocessor, UKG will:

6.3.1   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 Data as those set out in this DPA and meet the requirements of article 28(3) of the GDPR; and

6.3.2   if that arrangement involves a Restricted Transfer, confirm that the Standard Contractual Clauses, or other legally valid Cross-Border Transfer Mechanism, are at all relevant times incorporated into the relevant agreement(s) between UKG and the Subprocessor.

7. Data Subject Rights

7.1   Taking into account the nature of the Processing, UKG will assist Customer by implementing commercially reasonable technical and organizational measures for the fulfilment of the Customer's' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Applicable Laws.

7.2   If UKG receives a request from a Data Subject under any Applicable Law in respect of Customer Personal Data ("Data Subject Request"), UKG will:

7.2.1   promptly redirect the Data Subject to its Controller; and

7.2.2   ensure that UKG does not respond to that Data Subject 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.

8. Personal Data Breach

8.1   UKG will notify Customer without undue delay and in accordance with Applicable Laws upon UKG or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable Laws.

8.2   In the event of a Personal Data 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 Data Breach.

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

9. Deletion or return of Customer Personal Data

9.1   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 Data, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal Data that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

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

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

10. 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 that is bound by appropriate obligations of confidentiality and acceptable to UKG. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG' information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report for Core Subscription Services, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

11. Restricted Transfers and Cross-Border Transfer

11.1   Customer is fully aware and acknowledges that UKG operates as a global company with locations across the world. In order for UKG to provide customers with service level continuity and to optimize both organization and management of the

quality of its products and services, UKG reserves the right to have Customer Personal Data processed by other UKG Affiliates or by Subprocessors and that may be located in a different region than where the original Processing took place, which Customer accepts.

11.2   In connection with Restricted Transfers, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

11.3   In connection with Customers operating in countries where no Restricted Transfers are occurring, no transfer mechanism shall be applicable.

12.   Additional Assurances

12.1   UKG shall maintain the following additional safeguards with respect to Customer Personal Data that is transferred pursuant to the Standard Contractual Clauses:

12.1.1   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 Data 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;

12.1.2   In the event UKG receives a Disclosure Request for disclosure of Customer Personal Data processed under this DPA and Data Processor is not legally permitted to notify Customer of the Disclosure Request, UKG agrees to take reasonable legal actions against the disclosure of the Customer Personal Data and to refrain from disclosure of the Customer Personal Data to the respective authorities until a court of competent jurisdiction orders UKG to disclose such Customer Personal Data. In such event, UKG agrees to provide the minimum amount of information required when responding to the Disclosure Request, based on UKG's reasonable interpretation of the Disclosure Request; and

12.1.3   UKG can make available to Customer a Transfer Risk and Impact Statement to assist Customer in carrying out its own transfer impact assessment related to Customer's use of the Services.

13.   General Terms

13.1   Governing Law. Without prejudice to clauses 17 (Governing Law) and 18 (Choice of Forum and Jurisdiction) of the Standard Contractual Clauses:

13.1.1   the Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2   this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

13.2   DPA Priority. Nothing in this DPA reduces UKG's obligations under the Agreement in relation to the protection of Customer Personal Data or permits UKG to Process (or permit the Processing of) Customer Personal Data 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.

13.3   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.

13.4   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.

13.5   Order of precedence and amendments. UKG reserves the right to amend any term of this DPA at any time, provided the rights and obligations of the Customer will not be negatively impacted. Any such amendment will be effective on the posting of an updated version at www.ukg.com. UKG will provide Customer with a mechanism to obtain notification of any material amendments to this DPA, such that Customer shall receive such notice at least thirty (30) days before such amendments are effective. Customer may object, on reasonable data protection grounds, to any material amendment by providing notice of an

objection to UKG within ten (10) days of Customer's receipt of amendment notification by UKG. In the event UKG, in its sole discretion, is unable to forego the amendment that has been objected to for the Processing of Customer Personal Data or is otherwise unable to reasonably address the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, then 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 material amendment. If Customer does not exercise its termination right within the thirty-day time period, Customer shall be deemed to have accepted any such amendment.

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 as set out in the Agreement and this DPA.

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.

Special categories of Customer Personal Data to be Processed

None unless otherwise specified or unless special categories of personal data including without limitation biometric data collection is enabled by Customer on given UKG offerings.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and this DPA.

Privacy related contact:

UKG: privacy@ukg.com

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

Schedule 2: Technical and Organizational Measures

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

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

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

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

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

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

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

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

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

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

4.   Application and Network Controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.   Incident Response and Notification:

a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal Data 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.

Schedule 3: Additional Applicable Privacy Provisions

The following provisions will apply if and to the extent applicable to the Processing of Customer Personal Data by UKG.

1.   U.S. Privacy Laws

"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").

Obligations. To the extent UKG is a Service Provider or Processor and receives Personal Information from Customer and processes Personal Information on behalf of Customer in connection with UKG's provision of the Services to Customer, UKG in its role as a Service Provider or Processor, will not: (i) Sell or Share such Personal Information; (ii) shall not retain, use, or disclose such Personal Information for any purpose other than performing the Services or Business Purpose under 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; or (iv) retain, use, or disclose such Personal Information outside of the direct business relationship between Customer and Service Provider unless otherwise permitted under the Agreement; (v) combine the Personal Information that the Service Provider receives from, or on behalf of, the Business with personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that the Service Provider may combine personal information to perform any Business Purpose. UKG, in its role as a Service Provider or Processor, agrees to comply with the US Privacy Laws as applicable to Service Provider in its provision of the Services to Customer under the Agreement. For clarity, UKG shall notify Customer if it makes a determination that it can no longer meet its obligations under the CPRA and Customer may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal Information.

Consumer Requests. To the extent applicable, and subject to the nature of the Processing and the information available to UKG, UKG will reasonably assist Customer with the fulfilment of Customer's obligation to respond to consumer requests for exercising the data subject's rights as set out under the U.S. Privacy Laws.

2.   United Kingdom ("UK") International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

The UK International Data Transfer Addendum to the EU SCCs is available on ukg.com, and is deemed incorporated in this DPA, in accordance with Section 11 of the DPA.

In connection with transfers of Customer Personal Data to which UK GDPR applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

If UKG's billing address is in an Adequate Country, the appliable UK IDTA (Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the UK GDPR from UKG to Subprocessors and UKG Affiliates;

If UKG's billing address is not in a Country with Adequate Country, appliable UK IDTA (Controller to Processor) will apply with respect to Restricted Transfers between UKG and Customer.

3.   Switzerland

Where Applicable Laws of Switzerland requires sufficient safeguards for the adequate protection of Personal Data transferred to a third country, the EU SCCs shall apply. In case of a transfer from Switzerland subject to the Applicable laws of Switzerland, the terms below will have the following substituted meanings for the purposes of the EU Clauses: (i) "GDPR" means the FADP and the Revised FADP. (ii) "European Union", "Union" or "Member States" means Switzerland, provided that the term "member state" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence, provided it is in Switzerland in accordance with Clause 18 c. (iii) "Supervisory Authority"

means the FDPIC. The EU SCCs shall also protect the data of legal entities until the entry into force of the Revised FADP

In connection with transfers of Customer Personal Data to which FADP applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

- If UKG's billing address is in an Adequate Country, the applicable EU SCCs (Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the GDPR from UKG to Subprocessors and UKG Affiliates;

- If UKG's billing address is not in a Country with Adequate Country, appliable EU SCCs (Controller to Processor) will apply with respect to Restricted Transfers between UKG and Customer.

4.   APEC / Australia

"APEC" means the Asia Pacific Economic Cooperation, a regional economic forum established in 1989 to leverage the growing interdependence of the Asia-Pacific. See www.apec.org for more information.

"APEC Member Economy" means the 21 members of APEC: Australia, Brunei Darussalam, Canada, Chile, China, Hong Kong-China, Indonesia, Japan, Republic of Korea, Malaysia, Mexico, New Zealand, Papua New Guinea, Peru, Philippines, Russia, Singapore, Chinese Taipei, Thailand, United States, and Vietnam.

UKG shall not transfer Personal Data outside of the jurisdiction where the Personal Data is obtained unless permitted under Applicable Laws. Where UKG Processes Personal Data from an APEC Member Economy on behalf of Customer, UKG shall perform such Processing in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements ("CBPRs") (see www.cbprs.org) to the extent the requirements are applicable to UKG's Processing of the Personal Data. If UKG is unable to provide the same level of protection as required by the CBPRs, UKG shall promptly notify Customer and cease Processing. In such event, Customer may terminate the Agreement with respect only to those Products and/or Services for which UKG is unable to provide the same level of protection as required by the CBPRs by written notice within 30 days.

Any reference to Personal Data Breach is deemed to include Notifiable Data Breaches under the Australian Privacy Act 1988.

5.   Argentina

Argentine Model Clauses: means the Model Agreement of International Transfer of Personal Data for the case of Provision of Services (Contrato modelo de transferencia internacional de datos personales con motivo de prestación de servicios) (reference: EX-2016-00311578- -APN-DNPDP#MJ- Anexo II) approved by the Dirección Nacional de Protección de Datos Personales on 2 November 2016 ("Argentinian Clauses").

In connection with transfers of Customer Personal Data to which Argentinian laws applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection, or based on the Argentinian Clauses, which are deemed incorporated herein by reference. For the avoidance of doubts, any information required under the Argentinian Clauses are deemed provided under the Cross Border Mechanisms incorporated herein by reference.

6.   China

Should Customer choose to use UKG Services in China, Customer acknowledges that:

a)   UKG cannot guarantee the availability of UKG Services in China;

b)   Access to UKG Services solution from China is not guaranteed, and therefore some provisions in the Agreement that governs the provision of UKG's Services may not apply; and

c)   In the event that parties engage in cross-border transfers of data outside of China and the Chinese Standard Contract for Export of Personal Information ("Chinese Standard Contractual Clauses" or "Chinese SCCs") is required by applicable Chinese laws to such cross-border transfer, the parties (or their applicable affiliates) will execute such separate Chinese SCCs without changes to the official Chinese SCCS to govern the cross-border transfers of data.

7.   Brazil

The Parties shall handle Customer Personal Data in accordance with the Lei Geral de Proteção de Dados ("LGPD") and only for the purposes that are compatible with those described in the Main Agreement.

UKG shall notify Customer in writing of (a) a confirmed Personal Data Breach, or (b) any notification, complaint, consultation or request made by the Brazilian National Data Protection Authority due to the processing of Customer Personal Data.

UKG shall, in accordance with the terms of Article 18 of the LGPD, provide Customer with reasonable assistance when necessary to respond to a complaint, consultation or request from a data subject regarding the processing of Customer Personal Data (including, without limitation, any request for access, rectification, deletion, portability or restriction of processing of Customer Personal Data).

UKG shall only transfer Customer Personal Data to another jurisdiction in accordance with the terms of the LGPD, and UKG shall offer guarantees and compliance aligned with the regime of data protection provided in the LGPD for any transfer of Personal Data outside of Brazil.

UKG Kronos Systems, LLC

Exhibit G

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the UKG's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____YES _____NO
If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____YES _____NO
If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

_____	_____
Date	Signature of authorized individual
UKG Kronos Systems, LLC	_____
Type or write name of company	Type or write name of authorized individual