



City Contract Routing Form

City Contract #: 10613



Section 1 – Attach Contract Documents

(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: 9/10/24 Department: TIS Division: TIS Mail Stop: 3SFN

Project Administrator Name: Courtney Miller Extension: 2171

Project Manager Name (if different than above): _____ Extension: _____

Contract Type: Consulting Services If other, please indicate: _____

Contract Title: UKG Pro Subscription Services & Professional Services

Contractor/Consultant Business Name: UKG Kronos Systems, LLC

Contract Description: UKG Pro product suite - WFM Phase 2 project replacing UKG Dimensions. Subscription Services annual in advance total \$147,900 - will replace existing UKG Dimensions licensing expense that will be terminated at end of 2024. Legal review completed by Emily Romanenko-further legal review not required. Termination of Payroll Services contract connected to Dimensions

Project ID #: 2357 Project Category: _____ Budget/Account #: 520.41103.51880.2357-520-03

Council Approval Date: 3/7/23 Agenda Memo #: 23-024 RFP/IFB/RFQ #: _____

New Contract

Total Amount: \$239,281

Start Date: 9/10/24 End Date: 12/31/25

Renewal Option (Y/N): Y If yes, how many? 12 month renewal term

Amendment/Renewal/Change Order #: _____ Original CC #: _____

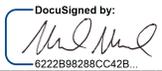
New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

Department Director or Designee:  Date: 9/10/2024 Comments: _____

TIS Director:  Date: 9/10/2024 Comments: _____

City Attorney:  Date: 9/11/2024 Comments: _____

Risk Manager:  Date: 9/11/2024 Comments: _____

Mayor or Designee:  Date: 9/13/2024 Comments: _____

City Clerk's Office:  Date: 9/13/2024 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only



ORDER FORM

Quote#: Q-240863
Expires: 30 Sep, 2024
Sales Executive: Alison Mercier
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 28 Aug, 2024

Customer Legal Name:
CITY OF REDMOND

Ship To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Customer Legal Address:
15670 NE 85TH STREET #3SFN, REDMOND, WA 98052-3580
USA

Bill To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Bill To Contact:

Ship To Contact: Courtney Miller

Ship to Phone: 425-556-2171
Ship to Mobile: 901-412-7222
Contact: Courtney Miller
Email: cmiller@redmond.gov

Currency: USD
Customer PO Number:
Solution ID: 6115682
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: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO PAY AND PEOPLE CENTER	850	USD 14.50	USD 12,325.00
UKG PRO PAY	850	USD 0.00	USD 0.00
UKG PRO PEOPLE CENTER	850	USD 0.00	USD 0.00



Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO PAYMENT SERVICES	850	USD 0.00	USD 0.00
UKG PRO WAGE ATTACHMENT DISBURSEMENT	850	USD 0.00	USD 0.00
UKG PRO TAX FILING SERVICES	850	USD 0.00	USD 0.00
UKG PRO CHECK PRINTING	850	USD 0.00	USD 0.00
UKG PRO BENEFITS ENROLLMENT	850	USD 0.00	USD 0.00
UKG PRO BASIC SSO	850	USD 0.00	USD 0.00
UKG PRO MODEL MY PAY	850	USD 0.00	USD 0.00
UKG PRO DATA EXCHANGE SERVICES	850	USD 0.00	USD 0.00
UKG PRO ACA SERVICES	850	USD 0.00	USD 0.00
UKG PRO COMPENSATION	850	USD 0.00	USD 0.00
UKG PRO TALENT ACQUISITION	850	USD 0.00	USD 0.00
UKG PRO RECRUITING	850	USD 0.00	USD 0.00
UKG PRO ONBOARDING	850	USD 0.00	USD 0.00
UKG PRO LIMITED ACCESS	1	USD 0.00	USD 0.00
UKG PRO HR ONLY/GLOBAL EMPLOYEES	1	USD 0.00	USD 0.00
INCOME AND EMPLOYMENT VERIFICATION FROM EQUIFAX	1	USD 0.00	USD 0.00
UKG PRO PEOPLE ASSIST	850	USD 0.00	USD 0.00
UKG PRO HCM NPRD	850	USD 0.00	USD 0.00
UKG PRO DOCUMENT MANAGER	850	USD 0.00	USD 0.00
Total Price			USD 12,325.00

Professional Services - Fixed Fee

Billing Frequency: 4 consecutive equal quarterly payments of \$22,845.25 commencing on the Effective Date

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG LAUNCH FIXED FEE	Grouped	1	USD 91,381.00	USD 91,381.00
Total Price				USD 91,381.00

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 12,325.00



Item	Total Price
Total Fixed Fees	USD 91,381.00

Order Notes:

Compensated Employees: persons receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.

The Launch services shall be provided to Customer for only the services as set forth in the UKG Pro Statement of Work for CITY OF REDMOND which is made a part hereof and incorporated by reference as UKG Pro Statement of Work for CITY OF REDMOND. Launch services outside of the scope of the UKG Pro Statement of Work for CITY OF REDMOND shall be quoted to Customer and agreed upon by the Parties in writing.

Limited Access Employees: persons with a status of terminated who have access to the UKG Pro portal.

People Center Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity.

The Statement of Work attached to this order form is incorporated herein by reference.

Customer is migrating from their existing UKG DIMENSIONS HR, UKG DIMENSIONS COMPENSATION, UKG DIMENSIONS PAYROLL, & UKG DIMENSIONS PAYROLL SERVICES to UKG PRO Pay and People Center software as a service offering ("Pro HCM") and shall remain responsible for all fees related to these Applications until Pro HCM Billing Start date commences. The customer is responsible to communicate to UKG to cancel the applications from their contract after the Billing Start date of Pro HCM.

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 Master Services Agreement dated as of the Effective Date between UKG and Customer (hereafter "Agreement").

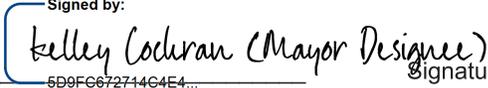
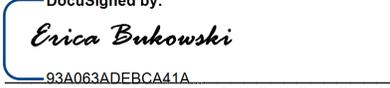
UKG will provide the Services in accordance with the Services Descriptions and Statements of Work located at: www.ukg.com/services-descriptions

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

UKG will notify Customer without undue delay (and in any event within seventy-two (72) hours) 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.

If UKG creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from Customer Data, then UKG's use of such data shall be strictly limited to the direct purposes of delivering and enhancing the Services and UKG's technical security operations and systems maintenance. UKG is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may UKG solicit consent from the identified individual to do so unless the Agreement defines a means to do so that does not unduly burden individual privacy rights.

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.

CITY OF REDMOND		UKG Kronos Systems LLC	
Signature:	 5D9FG672744G4E4...	Signature:	 93A063ADEBCA41A...
Name:	Kelley Cochran (Mayor Designee)	Name:	Erica Bukowski
Title:	Finance Director	Title:	Sr. Order Processing Analyst
Date:	9/13/2024	Date:	9/10/2024 2:58 PM EDT
<p>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.</p>			

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>

Master Services Agreement

This Master Services Agreement (this "**Agreement**") is made between the UKG entity ("**UKG**") and the customer entity signing this Agreement ("**Customer**") and sets forth the terms and conditions governing each Order or Statement of Work, which references this Agreement. CUSTOMER'S USE OF UKG'S SUBSCRIPTION SERVICES AND UKG'S PERFORMANCE OF PROFESSIONAL, TRAINING, AND SUPPORT SERVICES ARE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THIS AGREEMENT AND ANY ADDITIONAL TERMS STATED IN THE ORDER OR STATEMENT OF WORK, INCLUDING ANY ATTACHMENTS THERETO. This Agreement is effective as of the date of the last Party to sign below ("**Effective Date**"). Capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the applicable Order or SOW.

1. Services

- 1.1 Subscription Services.** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees (including those of its Affiliates) listed in the Order, subject to and conditioned on compliance with this Agreement, the Documentation, and the Order.
- 1.2 Support Services.** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located 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.
- 1.3 Professional Services.** UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work or Services Description. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.
- 1.4 Training Services.** In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training services outside the scope of this section shall be provided by UKG as described in the Order.

2. Acknowledgements

- 2.1 Reservation of Rights.** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.
- 2.2 Use Restrictions.** Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties, 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.
- 2.3 Customer Feedback.** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("**Feedback**"), but if it does, Customer grants to UKG and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

- 2.4 Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its Affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.
- 2.5 Compliance with Laws.** UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.
- 2.6 Upgrades.** Customer acknowledges that the Subscription Services may change at any time as required by changes to normal business conditions. It is further understood by Customer that any changes to the Subscription Services will be applicable to all UKG customers utilizing the Subscription Services and such changes will not materially diminish the functionality of the Subscription Services.
- 2.7 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> ("**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. If Customer violates the Acceptable Use Policy, UKG may take immediate action without notice to prevent further harm, including suspending Customer's use of the Subscription Services and ceasing performance of any other Services.
- 2.8 Access Credentials.** Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its 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.
- 2.9 Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees

- 3.1 Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term on the Order and all Renewal Terms. 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, which will be provided to the Customer at least sixty (60) days prior to the end of the then-current term. Except as otherwise specified in the Order (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.
- 3.2 Taxes.** 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).
- 3.3 Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this

Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

- 4.1 Ownership of Customer Data.** Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but Customer is responsible for maintaining backup copies of all Customer Data that Customer inputs into the Services or otherwise provides to UKG.
- 4.2 Use of Customer Data.** Customer grants to UKG a non-exclusive, perpetual, irrevocable, worldwide right to use, display, copy, modify, distribute, and create derivative works from Customer Data for the purposes of providing, operating, maintaining, customizing, and improving the Services, developing new or different products or services, and benchmarking, modeling, and training. Except as otherwise noted by UKG, Customer Data will be used for such purposes only in an aggregated, de-identified manner, that does not identify Customer, its users, employees, or Customer Confidential Information, and that is stripped of all persistent identifiers (e.g. device identifiers, IP addresses, and cookie ID's) such that Customer Data on its own cannot reasonably be identified as originating from Customer.
- 4.3 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.
- 4.4 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 Data Processing Addendum located at <https://www.ukg.com/ukg-unified-dpa>. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. UKG has a list of its current subprocessors at <https://www.ukg.com/DPA-subprocessors>.

5. Confidentiality

- 5.1 Definition.** "Confidential Information" is any non-public information relating to a Party, which includes Customer Data, that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.
- 5.2 Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.
- 5.3 Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.
- 5.4 Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.
- 5.5 Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.
- 5.6 Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).
- 5.7** UKG recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure

exists. Nothing in the Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to UKG due to Customer's compliance with any law or court order requiring the release of public records, if Customer acted in good faith in attempting to comply with the provisions of Chapter 42.56 RCW. In the event that Customer receives a public record request under Chapter 42.56 RCW or similar law for the disclosure of any of UKG's Confidential Information related to this Agreement, Customer shall promptly provide written notice to UKG of disclosure request so that UKG can take appropriate steps to protect its interest and seek exemption as provided under the Washington State Public Records Act.

6. Warranty

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

7. Term & Termination

- 7.1 Term of the Agreement.** The term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.
- 7.2 Types of Termination**
- 7.2.1 Non-renewal.** Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the Initial Term or a Renewal Term (as such terms are defined in the Order).
- 7.2.2 For Cause.** Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an

assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3 Termination due to lack of Government Funding. Customer is a government funded organization, and in the event of the loss of funds appropriated from the Government to Customer specifically dedicated to pay UKG for the Services, Customer may terminate the Order upon ninety (90) days prior written notice to UKG. Termination of the Order for this reason shall not relieve Customer of its obligation to pay any amounts due to UKG up to the date of termination. Customer represents that by executing an Order Form for the Service, Customer has received fiscal appropriations for the amounts due during the Term as indicated on such Order Form.

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

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

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

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

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

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent (i) the Subscription Services infringe or misappropriate any legitimate copyright or patent, or (ii) arising from a breach by UKG of its security obligations under UKG's Data Processing Addendum resulting in the unauthorized use or disclosure of Customer Data. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

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

8.3 Exceptions. UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by Customer, or on behalf of Customer without the express written permission of UKG; (b) use other than as authorized by this Agreement; or (c) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.

8.4 Qualifications. Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer.

Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.

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

9. Limitations of Liability

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

10. General

- 10.1 Insurance.** During the Order Term, UKG shall maintain appropriate insurance coverage and will provide appropriate Certificates of Insurance if requested by Customer. UKG presently maintains insurance coverage rated 'A-' "Excellent" by A.M. Best for the following risks in the following minimum amounts in United States Dollars:

- Comprehensive General Liability Insurance: \$2 million aggregate; \$1 million per occurrence, including \$1 million personal injury.
- Business Auto: \$1 million combined single limit bodily injury and property damage liability.
- Umbrella: \$5 million aggregate, \$5 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): \$5 million aggregate, \$5 million per occurrence.

Customer is 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.

- 10.2 Jurisdiction & Dispute Resolution.** This Agreement is governed by and is to be interpreted solely in accordance with the laws of the state of Washington, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in King County, Washington in any dispute arising out of or relating to this Agreement. IF NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY CLAIM RELATED TO THIS AGREEMENT WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, SUIT, OR OTHER SIMILAR PROCESS. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.
- 10.3 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.

- 10.4 Export.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied-party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 10.5 Severability & Waiver.** The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.
- 10.6 Surviving Provisions.** Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.
- 10.7 Assignment.** This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.
- 10.8 Force Majeure.** If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, outbreak of infectious disease, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, power or system failure, or a delay in transportation (collectively “**Force Majeure**”), each Party will be excused from performance of its obligations under this Agreement, except payment of fees, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.
- 10.9 Publicity.** UKG will not publicize matters relating to Customer's use of the Services without Customer's prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer's name, trademark, and logo, in any and all media, including without limitation, UKG's advertising literature, marketing materials, websites, and lists of UKG's customers.
- 10.10 Notice.** When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Any cure period required under this Agreement will begin on the date the notice is received.
- 10.11 eSignature.** Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.
- 10.12 No Third Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.
- 10.13 Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.
- 10.14 Entire Agreement.** This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained

in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

- 11.1 “Affiliates”** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. “Control” (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.
- 11.2 “Applicable Law(s)”** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party’s respective business.
- 11.3 “Claim(s)”** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.
- 11.4 “Customer Data”** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Data.
- 11.5 “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.
- 11.6 “Order”** means an order form agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.
- 11.7 “Party” or “Parties”** means UKG or Customer, or both, as the context dictates.
- 11.8 “Personal 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.
- 11.9 “Professional Services”** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.
- 11.10 “Services”** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.
- 11.11 “Services Description”** means the supplemental terms applicable to a Subscription Service or other offerings located at <http://www.ukg.com/services-descriptions>.
- 11.12 “Statement of Work” or “SOW”** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.
- 11.13 “Subscription Services”** means those UKG software-as-a-service (“SaaS”) applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.
- 11.14 “Support Services”** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.
- 11.15 “Training Services”** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have read the foregoing and all documents incorporated herein and agree and accept such terms effective as of the date of the last signature below.

UKG Kronos Systems LLC	CITY OF REDMOND
Dated: 9/10/2024 2:58 PM EDT	Dated: 9/13/2024
By: <small>DocuSigned by:</small> <i>Erica Bukowski</i> <small>93A063ADEBCA41A...</small>	By: <small>Signed by:</small> <i>Kelley Cochran (Mayor Designee)</i> <small>5D9FC072714C4E4...</small>
Name: Erica Bukowski	Name: Kelley Cochran (Mayor Designee)
Title: Sr. Order Processing Analyst	Title: Finance Director

UKG Pro Statement of Work for City of Redmond

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

1. Introduction to Launch

UKG’s Launch methodology provides a framework for how the project will progress during the Customer’s deployment. The project team follows this framework to transition 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) and parallel testing for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Services in Scope

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

Subscription Service	Go Live Phase
UKG Pro Pay and People Center	Phase 1
UKG Pro People Assist	Phase 1
UKG Pro Talent Acquisition (Recruiting and Onboarding)	Phase 1
UKG Pro Compensation	Phase 1
UKG Pro Document Manager	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	Parameters
Project Launch and Completion	<ul style="list-style-type: none"> UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Pay and People Center and/or UKG Pro Workforce Management is ten (10) months from project kick-off Launch services for each phase end when the scope of services are completed or expire twelve (12) months after phase kick-off, whichever comes first. Includes up to 100 hours of Workforce Management Consulting
Launch Pricing	<ul style="list-style-type: none"> 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. Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.

Launch Item	Parameters
	<ul style="list-style-type: none"> Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.
Work Hours	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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. UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. Customer will not be responsible for delays caused by UKG's inability to provide adequate resources for the project or completion of tasks. The Customer's project manager is the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel and Access	<ul style="list-style-type: none"> 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.). Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

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

Launch Phase	UKG	Customer	Deliverables
Welcome			
	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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
Requirements			
	<ul style="list-style-type: none"> Guide Customer in gathering business requirements for Net New Subscription Services 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 	<ul style="list-style-type: none"> 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 timely review, feedback, and signoff on all project documentation as required to meet project deadlines 	<ul style="list-style-type: none"> Updated project plan delivered detailing activities and primary milestones of the project Data collection process complete Testing strategy workshop(s) delivered Project scope document delivered

Launch Phase	UKG	Customer	Deliverables
	detailing the results of the requirements phase and provide Customer with a detailed project plan <ul style="list-style-type: none"> Review requirements, and documentation with Customer’s technical team. 	<ul style="list-style-type: none"> Participate in the documentation of project assumptions, risks, and configuration needs Provide technical system diagrams, requirements, and documentation. This will include the work of Customer’s Master Architect. 	
Build			
	<ul style="list-style-type: none"> Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration Share data mapping process and field specifications with Customer Configure interfaces as defined in this document Supply technical support for UKG network infrastructure 	<ul style="list-style-type: none"> Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration 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 Work closely with UKG on functional design and deliverables. 	<ul style="list-style-type: none"> Unit testing completed and configuration validated for Subscription Service(s) 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			
	<ul style="list-style-type: none"> Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Resolve Customer-reported defects 	<ul style="list-style-type: none"> Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Report and retest identified defects 	<ul style="list-style-type: none"> User Acceptance testing (UAT) completed Key users and end users training Customer’s authorization to proceed to Go Live received
Go Live			
	<ul style="list-style-type: none"> Provide production support and post-live support for transition to UKG’s Support Services team 	<ul style="list-style-type: none"> Execute manager and end-user training Validate Subscription Service(s) and mutually agree to proceed with Go Live 	<ul style="list-style-type: none"> First live date has been achieved

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. All UKG and Customer resources agree to follow the defined project methodology and timeline, and complete tasks by agreed upon due date.

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

Service Level Targets for implementation teams (UKG & CoR):

Response time:

- Within 24 hours (excluding weekends and holidays) – acknowledge receipt of issue/request.
- Within 1-2 business day provide answer to questions or timeline for work completion.
- Within 1-2 business day provide notification of delays in deliverables w/valid reason

Meeting cancellation policy:

- Notification 24 hours or more before the meeting (barring emergencies)

UKG Resource	Key Responsibilities
Service Manager	<ul style="list-style-type: none"> Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	<ul style="list-style-type: none"> 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. Maintain issue/action (RAID) log Schedule and facilitate recurring meetings with all UKG consultants and Redmond core team Provide confirmed agendas for working sessions to ensure correct resources from UKG and CoR are present, at minimum 48 hours prior to meeting
Integration Consultant	<ul style="list-style-type: none"> Create and deliver all in-scope integrations Provide best practices and advise on technical integration solutions. 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	<ul style="list-style-type: none"> Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Subscription Service Consultant(s)	<ul style="list-style-type: none"> Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests Complete the configuration life cycle per the Launch methodology for Subscription Service(s) in scope
Data Conversion Consultant	<ul style="list-style-type: none"> Responsible for successful conversion of source data provided by Customer
HR/Payroll Consultant	<ul style="list-style-type: none"> Primary point of contact for HR and payroll subscription services configuration life cycle per the Launch methodology
Talent/Compensation Consultant	<ul style="list-style-type: none"> Primary point of contact for talent and compensation subscription services configuration life cycle per the Launch methodology
Document Manager and People Assist Consultant	<ul style="list-style-type: none"> Primary point of contact for document manager and People Assist subscription services configuration life cycle per the Launch methodology
Workforce Management Consultant	<ul style="list-style-type: none"> Primary point of contact for workforce management subscription services configuration life cycle per the Launch methodology Work closely with Customer on re-configurations of building blocks to better align with Pro People Center and Pro Payroll. Advise and recommend changes to WFM which currently is configured to operate with legacy HR/Payroll application.

Customer Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 Maintain issue/action (RAID) log Schedule and facilitate recurring meetings with all UKG consultants and Redmond core team
Education and Change Management Resource	<ul style="list-style-type: none"> Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
Technical Resource	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource

Customer Resource	Key Responsibilities
Payroll Subject Matter Expert	<ul style="list-style-type: none"> Customer’s primary payroll representative and designated decision maker If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
HR/Talent Acquisition Subject Matter Expert	<ul style="list-style-type: none"> Customer’s primary talent acquisition representative and designated decision maker If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
Document and Case Management Subject Matter Expert	<ul style="list-style-type: none"> Customer’s primary document and case management representative and designated decision maker
Other Subject Matter Experts	<ul style="list-style-type: none"> Provide subject matter expertise pertaining to the Customer’s current business processes and policies for functional areas associated with in scope Subscription Service(s) Act as a primary resource and decision maker regarding Subscription Service(s) configuration Support Customer’s User Acceptance Testing (UAT) effort during the Testing phase per the Launch methodology and supplemental testing services, if purchased
Workforce Management Subject Matter Expert	<ul style="list-style-type: none"> Customer’s primary workforce management representative and designated decision maker

6. 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.

Training and User Adoption Services

Service	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> 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 instructor led courses, 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.
User Adoption-Empower	<p>UKG will:</p> <ul style="list-style-type: none"> Conduct a communications and user training planning workshop Conduct a train-the-trainer consulting workshop Provide a role-based user matrix Provide access to the preparing for change dashboard Provide adaptable communications and user training plans Provide train the trainer materials including manager course presentation (.ppt) and participant guide (.doc), standard hands-on practice exercises with the most common manager tasks, employee job aids (.html)

Testing Services

Service	Assumptions
User Acceptance Testing (UAT) Support	<p>UKG will:</p> <ul style="list-style-type: none"> 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 <p>Note:</p> <ul style="list-style-type: none"> 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

Service	Assumptions
	amend the quoted pricing accordingly.

UKG Pro HR/Payroll Subscription Services

Service	Assumptions
UKG Pro Pay and People Center	<p>UKG will:</p> <ul style="list-style-type: none"> Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments <ul style="list-style-type: none"> Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement. Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use Provide thirty (30) days of production support prior to transitioning Customer to UKG Support <p>Customer will:</p> <ul style="list-style-type: none"> Participate in working sessions and complete assigned configuration and testing activities <p>UKG will provide the following Pro Pay and People Center data conversion services (a successful conversion balances with the provided source data):</p> <ul style="list-style-type: none"> Provide one (1) production and two (2) non-production environments Review Customer-provided source data to ensure suitability for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables. Convert data from up to two (2) source system(s) (additional sources may be used for conversion; however additional fees may apply) Convert employee Masterfile/people data up to (2) times and all other history (e.g. job history and check detail) one (1) time Convert payroll opening balances up to two (2) times <p>Customer will:</p> <ul style="list-style-type: none"> Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables. <p>UKG will provide the following Pro Pay and People Center integration services prior to live:</p> <ul style="list-style-type: none"> Create up to fifteen (15) flat-file interfaces from the following list. Each integration is assumed to have one (1) file layout. Integrations in this section are delivered via encrypted flat file via secure FTP site and processed as a scheduled event: <ul style="list-style-type: none"> Banking Export(s) State New Hire Export(s) General Ledger Export Employee Benefit Providers (bi-directional, if needed, for setup of new benefits or communication of benefit changes to benefit providers): medical, dental, vision, health spending account, flexible spending account, disability (LTD/STD), COBRA, deferred compensation plan (i.e., 401k/RRSP-CAN) Customer will work with UKG on determining the best integration solution; there are multiple ways to integrate, and customer needs to evaluate all options before agreement on the proposed integration solution. Customer will work with the UKG consultants on data mapping, file layouts, data validations, and application business logic as required. <p>Within the 15 allotted flat file interfaces, UKG could include the following:</p> <ul style="list-style-type: none"> Washington Department of Retirement Systems (DRS): integration export to DRS system for enrollment, retirement contributions and reporting NeoGov New Hire Integration: integration to import new hire information to HR/Payroll Workterra: Benefits Management system

Service	Assumptions
	<ul style="list-style-type: none"> Employee integration: export employee demographic file & terminations Payroll integration: import election adds/changes/terms ACA integration: export hours worked/PTO used from Payroll D365 integration: data export to City database Concur integration: export employee demographic file Vector Solutions integration: export employee demographic file <p>Customer will:</p> <ul style="list-style-type: none"> Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
UKG Pro People Assist	<p>UKG will configure the following Customer-defined functionality:</p> <ul style="list-style-type: none"> Five (5) categories Fifteen (15) forms and associated workflows (three-step maximum) Five (5) process templates containing up to ten (10) tasks each <p>Customer will:</p> <ul style="list-style-type: none"> Create knowledge base articles in its Subscription Service platform Customer system admins will design and develop any additional forms, workflows, and templates required by the business teams.
UKG Pro Document Manager	<p>UKG will configure the following Customer-defined functionality:</p> <ul style="list-style-type: none"> Employee folder structure (document types, metadata, and retention policies) Role matrix (roles, permissions, and user groups) Historical and on-going migration of onboarding and employee documents from UKG Pro People Center with standard mapping One (1) standard signature and two (2) document templates for the Smart Document Generation module <p>Customer will:</p> <ul style="list-style-type: none"> Create knowledge base articles in its Subscription Service platform
<p>UKG Pro Talent Acquisition*</p> <p>UKG Pro Compensation</p>	<p>UKG will:</p> <ul style="list-style-type: none"> Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments <ul style="list-style-type: none"> Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement. Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use Provide thirty (30) days of production support prior to transitioning Customer to UKG Support <p>Customer will:</p> <ul style="list-style-type: none"> As a prerequisite, be live on UKG Pro People Center and actively maintaining both organization structure and employee data Participate in working sessions and complete assigned configuration and testing activities <p>Note: Data conversion services are not included and are quoted via Service Request if required. Customer should let their UKG project manager know if interested in obtaining these services.</p> <p>*Data conversion services for UKG Pro Talent Acquisition must be completed prior to Go Live.</p>

7. Service Requests

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

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

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope or 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.

Data Processing Agreement

This Data Processing Agreement (“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 currently 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 sets forth the terms and conditions applicable to UKG’s processing activities under 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](https://www.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](https://www.ukg.com), and which is incorporated herein by reference.

"UKG Processor" means UKG or a UKG Subprocessor.

"UKG Other Products & Services" means Professional Services and UKG products and services other than Core Subscription Services, which are subject to the specific Supplement for UKG Other Products and Services available on [ukg.com](https://www.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"**, **"Share"** 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 execution of 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; and

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.

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 or other form of communication.

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 by email to privacy@ukg.com to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal 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, and is not a termination for cause. UKG will cease providing the impacted services thirty (30) days following the notice of termination.

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, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for any and all acts or omissions of any such third party. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG' 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 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Customer Personal Data, including without limitation, any terms that may be imposed upon UKG by means of any "click-through", forms, applications, or any other terms and conditions which are presented to UKG in the course of UKG's engagement with Customer.

Schedule 1: Details of Processing of Customer Personal Data

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

Subject matter and duration of the Processing of Customer Personal Data

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

The nature and purpose of the Processing of Customer Personal Data

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

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

Processing to Provide Customer the Services

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

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

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

Processing for Business Operations Incident to Providing the Services to Customer

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

Customer authorizes UKG:

- to create aggregated statistical, non-personal data from data containing Pseudonymized identifiers (such as usage logs containing unique, Pseudonymized identifiers);
- to calculate statistics related to Customer Data; and
- to de-identify Customer Data to enhance and create new functionalities.

in each case limited to to providing the Services, such as billing and account management; internal reporting and business modeling, and product strategy; and enhancing Customer's experience.

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

The types of Customer Personal Data to be Processed

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

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

Customer's employees, contractors, and job applicants.

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. Security Monitoring: UKG may monitor and analyze the use of its Subscription Services, which may record information concerning security controls and compliant use of the application, the events that occur within the application, aggregated usage, performance data, and access locations. The Subscription Services will collect usage statistics, telemetry, and other data from Customer, such as mobile number, email address, IP address, and other unique verification identifier, for the purposes of enabling multifactor authentication; benchmarking, modelling, and training; providing, operating, maintaining, customizing, and improving the Subscription Services and its security, including by developing new or different functionalities for such purposes.
7. 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.
8. 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.
9. 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 fulfillment 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](https://www.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 applicable 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, applicable 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, applicable 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) agree to execute such separate 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.



ORDER FORM

Quote#: Q-281218
Expires: 15 Sep, 2024
Sales Executive: Alison Mercier
Effective Date: Effective as of the date of last signature of this Order

Order Type: Amendment
Date: 16 Aug, 2024

Customer Legal Name:
CITY OF REDMOND

Ship To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Customer Legal Address:
15670 NE 85TH STREET #3SFN, REDMOND, WA 98052-3580
USA

Bill To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Bill To Contact:

Ship To Contact:

Ship to Phone:
Ship to Mobile:
Contact: Courtney Miller
Email: cmiller@redmond.gov

Currency: USD
Customer PO Number:
Solution ID: 6115682
Term: Co-Term
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: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG DIMENSIONS PAYROLL SERVICES	0	USD 1.75	USD 0.00
Total Price			USD 0.00



Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 0.00

Order Notes:

This Order is subject to the terms and conditions of that certain Workforce Dimensions Agreement between Kronos Incorporated, a UKG company and Customer dated 08/29/2019, and the UKG Payroll Services Addendum dated 12/16/2022 (the "Agreement").

By signing this Order, Customer is agreeing to decrease its UKG DIMENSIONS PAYROLL SERVICES from 900 to 0.

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.

CITY OF REDMOND		Kronos SaaShr, Inc.	
Signature:	 <small>Signed by: 5D9FC672714C4E4...</small>	Signature:	_____
Name:	Kelley Cochran (Mayor Designee)	Name:	_____
Title:	Finance Director	Title:	_____
Date:	9/13/2024	Date:	_____
<p>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.</p>			

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>