

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 06/03/25



Resolution



Ordinance

Contact/Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Title (Caption): A resolution approving amendment one to a sole source contract between the Metropolitan Government of Nashville

and Davidson County and UKG Kronos Systems, LLC ("UKG") to provide software as a service, software license renewal, support, maintenance,

and hosting services.

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

Legislative Category (check one):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ \_\_\_\_\_

Funding Source: ☐ Capital Improvement Budget  
☐ Capital Outlay Notes  
☐ Departmental/Agency Budget  
☐ Funds to Metro  
☐ General Obligation Bonds  
☐ Grant  
☐ Increased Revenue Sources

Match: \$ \_\_\_\_\_

☐ Judgments and Losses  
☐ Local Government Investment Project  
☐ Revenue Bonds  
☐ Self-Insured Liability  
☐ Solid Waste Reserve  
☐ Unappropriated Fund Balance  
☐ 4% Fund

Approved by OMB: Bethany Murley

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: \_\_\_\_\_

Other: \_\_\_\_\_ 6/2/2025 | 5:16 PM CDT

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY**

**FINANCE DIRECTOR'S OFFICE:** Janeen Redmyer

## ADMINISTRATION

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

## DEPARTMENT OF LAW

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

Settlement Resolution/Memorandum Approved by: \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Resolution No. \_\_\_\_\_

A resolution approving amendment one to a sole source contract between the Metropolitan Government of Nashville and Davidson County and UKG Kronos Systems, LLC ("UKG") to provide software as a service, software license renewal, support, maintenance, and hosting services.

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro"), previously entered into a sole source contract with UKG Kronos Systems, LLC ("UKG"), contract number 6528932, in February 2024 for the express purpose of providing software related goods and services approved by RS2024-242; and

WHEREAS, the parties wish to amend this contract by extending the term of the contract to February 20, 2029, and by removing the requirement for the RFQ or contract number to appear on the Certificate of Insurance, a copy of which amendment is attached hereto and incorporated herein; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the amendment to the grant contract be approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That this First Amendment to the sole source contract to provide software as a service, software license renewal, support, maintenance, and hosting services, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is hereby authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland  
Dennis Rowland  
Purchasing Agent

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed  
Jenneen Reed, Director  
Department of Finance

\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO FORM AND  
LEGALITY:

Lexie A. Ward  
Assistant Metropolitan Attorney

## Contract Amendment Abstract

### Contract Amendment Information

Contract Title: Kronos Service, Software License Renewal, Support, Maintenance, and Hosting

Amendment Summary: Amend clause 3.1 Contract term to have the contract end on February 20, 2029 and Amend Clause 7.1 Proof of Insurance to remove requirement for the RFQ number or contract number on the Certificate of Insurance

Contract Number: 6528932 Amendment Number: 1 Request Number: A2025098

Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

**Sexual Harassment Training Required** (per BL2018-1281): Yes

Contract Start Date: 02/21/2024 Contract Expiration Date: 02/20/2029 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$5,000,000.00

Amendment Value: \$0

Fund: 10101\*

New Estimated Contract Life Value: \$5,000,000.00

BU: 32120110\*

\* ( Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: John Stewart BAO Staff: Jeremy Frye

Procuring Department: Fire Department(s) Served: Fire

### Prime Contractor Information

Prime Contracting Firm: UKG Kronos Systems, LLC ISN#: 6155

Address: 900 Chelmsford St City: Lowell State: MA Zip: 01851

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Ryan Hammond Email Address: ryan.hammond@ukg.com Phone #: 901-484-0874

**Prime Contractor Signatory:** Erica Bukowski **Email Address:** erica.bukowski@ukg.com

### Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* N/A

Amount: N/A

Percent, if applicable: N/A

*Select from the Following:*

Program Not Applicable

MBE Amount: N/A

MBE Percent, if applicable: N/A

WBE Amount: N/A

WBE Percent, if applicable: N/A

*Federal Disadvantaged Business Enterprise:*

No

Amount: N/A

Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6528932  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND UKG KRONOS SYSTEMS, LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and UKG KRONOS SYSTEMS, LLC located in LOWELL, MA.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated February 21, 2024, Metro Contract numbered 6528932, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1. Contract Term to extend the end date to February 20, 2029. Revised clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end on February 20, 2029, with respect to the Workforce Central perpetual licenses and related hosting services. The contract can be extended by amendment signed by the Purchasing Agent and CONTRACTOR with respect to the UKG Dimensions SaaS offerings and related services only. Such option to extend may be exercised by and at the discretion of the Purchasing Agent. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office."

2. Amend Clause 7.1 Proof of Insurance to remove requirement for the RFQ number or contract number on the Certificate of Insurance. New clause shall read as follows:

"During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured on the ACORD document."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6528932  
Amendment Number 1

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

William Swann GS  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:

Dennis Rowland JLR  
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennene Reed/Mdl BN  
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Lexie Ward LB3  
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

UKG Kronos Systems LLC  
Company Name  
Erica Bukowski  
Signature of Company’s Contracting Officer  
Erica Bukowski  
Officer’s Name  
Sr. Order Processing Analyst  
Officer’s Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**  
MARSH USA, LLC.  
99 HIGH STREET  
BOSTON, MA 02110  
Attn: Boston.Certrequest@marsh.com

CN101980216-US-MA-GAWUP-24-

**INSURED**  
UKG Inc.  
900 Chelmsford Street  
Lowell, MA 01851

CONTACT

NAME:

PHONE

(A/C. No. Ext):

FAX

(A/C. No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company

20281

INSURER B: Great Northern Insurance Company

20303

INSURER C: ACE American Insurance Company

22667

INSURER D: Arch Insurance Company

11150

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

NYC-012265406-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER:			3606-40-33	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7361-70-85	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7819-27-57	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	7183-44-74	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROF LIAB / TECH E&O / CYBER			NPL0067548-03	12/01/2024	12/01/2025	Limit: 10,000,000
A	COMMERCIAL PROPERTY			3606-40-33	12/01/2024	12/01/2025	ALL RISK

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are listed as additional insured as per written agreement.

## CERTIFICATE HOLDER

Metropolitan Government of Nashville and Davidson County  
700 President Ronald Reagan Way  
Nashville, TN 37210

## CANCELLATION

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE  
of Marsh USA LLC

*Marsh USA LLC*

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# Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email [PRG@nashville.gov](mailto:PRG@nashville.gov).

## Departmental Information

What is your name?	Leigh Anne Burtchaell
What is your department?	Fire
What is your email address?	leighanne.burtchaell@nashville.gov
What is your phone number?	(615) 862-6364
What is the number of the contract being amended?	6528932
What is the title of the contract being amended?	UKG
What is this amendment number?	<div>1</div>

## Supplier Information

Who is the supplier?	UKG Kronos Systems LLC
What is the supplier's address?	900 Chelmsford Street Lowell, MA, 01851
Is the supplier registered in iSupplier?	<div>Yes</div>
If yes, what is the supplier's ISN?	6155
Who is contract signatory for the supplier?	Erika Bukowski
What is the supplier contract signatory's email address?	erika.bukowski@ukg.com

What is the supplier contract signatory's phone number?

(901) 484-0874

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?

Yes.

If yes, what will be the new end date for this contract?

Tuesday, February 20, 2029

Will this amendment change the value of the existing contract?

No.

Will this amendment change the scope of work of the existing contract?

No.

Will this amendment change the terms & conditions of the existing contract?

No.

Explain any additional changes resulting from this amendment not described above.

NFD requests extension of this contract as the Telestaff software is a UKG product. NFD utilizes Telestaff for scheduling, staffing, accruals, etc. It is my understanding that the existing contract allows for a 3 year extension.

Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submitting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

What is the fund number for this purchase?

10101

What is the business unit (BU) number for this purchase?

32160110

What is the object account number for this purchase?

503120

**I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.**

Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.**

Yes

## Amendment Request Review

<b>Reviewed By:</b>	Terri Ray	<b>Department:</b>	Fire
<b>Contract #:</b>	6528932	<b>Unique ID No.</b>	A2025098
<b>Contractor Name:</b>	UKG Kronos Systems LLC	<b>Contract Description:</b>	Kronos Service, Software License Renewal, Support, Maintenance, and Hosting
<b>Amendment No:</b>	1	<b>Amendment Amount:</b>	\$0.00
<b>Recommendation:</b>	<b>Approve</b>		

---

**Review:**

Amendment 1 for Contract 6528932 to extend the contract terms to continue the use of the Telestaff portion of the contract.

- Request should not make changes to the scope.
- Request extends the term of the contract.
- Department confirmed no impact to the pricing or estimated value.
- Amendment requires council approval since original contract went before council.

Based on the above, amendment is recommended.



Amendment Request Signature Form

Amendment Number	A2025098
Date Received	April 7, 2025

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland  
Dennis Rowland  
Purchasing Agent & Chief Procurement Officer

4/10/2025 | 8:20 AM CDT  
\_\_\_\_\_  
Date Signed



RESOLUTION NO. RS2024 - 242

A resolution approving a sole source contract between the Metropolitan Government of Nashville and Davidson County and UKG Kronos Systems, LLC (UKG) to provide software as a service, software license renewal, support, maintenance, and hosting services.

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing, according to standards adopted by the Procurement Standards Board, that there is only one source for the supply or services required; and,

WHEREAS, the Purchasing Agent has determined that the services to be provided by UKG meet the requirements for the use of a sole source contract; and,

WHEREAS, the proposed total contract amount is in excess of two hundred fifty thousand dollars (\$250,000.00); and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws calls for Council approval by resolution of sole source contracts "with a total contract amount in excess of two hundred fifty thousand dollars (\$250,000.00);" and,

WHEREAS, approval of the sole source contract attached hereto will benefit the citizens of Nashville and Davidson County.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That the sole source contract between the Metropolitan Government of Nashville and Davidson County and UKG Kronos Systems, LLC, attached hereto and incorporated herein, is hereby approved.

Section 2: That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

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RECOMMENDED BY:

Michelle D. Hernandez Lane

Michelle Hernandez-Lane  
Purchasing Agent

INTRODUCED BY:

Delishia D. Porterfield

Russ Bradford

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Kevin Crumbo/mjw

Kevin Crumbo, Director  
Department of Finance

\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO FORM AND  
LEGALITY:

Erica Halber

Assistant Metropolitan Attorney

# Contract Abstract

## Contract Information

Contract & Solicitation Title: **Kronos Service, Software License Renewal, Support, Maintenance, and Hosting**

Contract Summary: **Contractor agrees to provide software as a service, software license renewal, support, maintenance and hosting services for Kronos**

Contract Number: **6528932** Solicitation Number: **N/A** Requisition Number: **SS2023029**

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): **428700 expired 8/7/2023**

Type of Contract/PO: **Multi-Year Contract** **Requires Council Legislation: Yes**

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): **No**

**Sexual Harassment Training Required** (per BL2018-1281): **Yes**

Estimated Start Date: **2/9/2024** Estimated Expiration Date: **12/31/2025** Contract Term: **22 Months**

Estimated Contract Life Value: **\$5,000,000.00** Fund: **\*51137** BU: **\*14521014**

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: **Net 30** Selection Method: **Sole Source**

Procurement Staff: **Terri Ray** BAO Staff: **Jeremy Frye**

Procuring Department: **Information Technology** Department(s) Served: **Information Technology**

## Prime Contractor Information

Prime Contracting Firm: **UKG Kronos Systems, LLC** ISN#: **6155**

Address: **900 Chelmsford St** City: **Lowell** State: **MA** Zip: **01851**

Prime Contractor is a **Uncertified/Unapproved**: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: **David Herndon** Email Address: **david.herndon@ukg.com** Phone #: **901-484-0874**

**Prime Contractor Signatory:** **Erica Bukowski** **Email Address:** **erica.bukowski@ukg.com**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* **N/A**

Amount: **N/A** Percent, if applicable: **N/A**

*Equal Business Opportunity (EBO) Program:* **Program Not Applicable**

MBE Amount: **N/A** MBE Percent, if applicable: **N/A**

WBE Amount: **N/A** WBE Percent, if applicable: **N/A**

*Federal Disadvantaged Business Enterprise:* **No**

Amount: **N/A** Percent, if applicable: **N/A**

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): **No**

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<b>UKG Kronos Systems LLC</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>N/A</b>	<b>N/A</b>	<b>Approved Sole Source Form</b>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<b>Select from the Following:</b>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<b>Select from the Following:</b>

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract ("Contract") is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO", "Metro Government", or "Customer") and **UKG Kronos Systems, LLC** ("CONTRACTOR" or "UKG") located at **900 Chelmsford St, Lowell, MA 01851**, resulting from an approved sole source form signed by Metro's Purchasing Agent (included herein by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - Exhibit A – Products, Support Services and Professional Services Pricing
  - Exhibit B – Scope of Services
  - Exhibit C – Kronos Application Hosting Addendum Supplemental Terms and Conditions
    - Attachment A – Service Level Agreement
  - Exhibit D – Workforce Telestaff IVR Addendum
  - Exhibit E – MISA Terms and Conditions
  - Exhibit F – Affidavits
  - Exhibit G – UKG Dimensions Addendum
  - Exhibit H – END USER LICENSE AGREEMENT JBOSS ® ENTERPRISE MIDDLEWARE
  - Exhibit I – UKG Support Policies
  - Exhibit J – Global Professional and Educational Services Engagement Policies
- Purchase Orders (and PO Changes),

In the event of conflicting provisions, all terms and conditions shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide software as a service, software license renewal, support, maintenance and hosting services to the Metropolitan Government of Nashville and Davidson County as per Exhibit A (Products, Support Services and Professional Services Pricing), Exhibit B (Scope of Services), Exhibit C (Kronos Application Hosting Addendum Supplemental Terms and Conditions), Exhibit D (Workforce Telestaff IVR Addendum), and Exhibit G (UKG Dimensions Addendum).

#### 2.2. Delivery and/or Installation

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO. METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the purchase order and Statement of Work. Installation of Product will be described in a Statement of Work.

#### 2.3. Purchase Order

METRO and CONTRACTOR agree that in lieu of submitting a signed order form(s) or purchase order(s) ("Purchase Order"), METRO may place orders under this Contract by submitting an authorized purchase order(s) that expressly references and states that such purchase order is subject to the terms and conditions of this Contract.

For all such orders, payment terms are net thirty (30) days from date of invoice. Unless otherwise agreed in advance in writing by CONTRACTOR, Delivery terms are as set forth in this Contract. With respect to all purchase orders issued by METRO hereunder, METRO represents and warrants that (i) in the ordinary course of its business, all purchase orders issued by METRO through its iProcurement system are unsigned and are valid and binding obligations of METRO and (ii) all purchase orders issued by METRO pursuant to this Agreement shall be and shall constitute a valid and binding obligation(s) of METRO, notwithstanding the fact that such purchase orders are unsigned. To the extent that the parties use CONTRACTOR's order form, such order form should be approved in writing by METRO.

### **3. CONTRACT TERM**

#### **3.1. Contract Term**

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end on December 31, 2025, with respect to the Workforce Central perpetual licenses and related hosting services. The contract can be extended by amendment signed by the Purchasing Agent and CONTRACTOR with respect to the UKG Dimensions SaaS offerings and related services only. Such option to extend may be exercised by and at the discretion of the Purchasing Agent. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

### **4. COMPENSATION**

#### **4.1. Contract Value**

This contract has an estimated value of five million dollars (\$5,000,000). Pricing is as set forth in Exhibit A, and the initial pricing associated with the first order details are documented on the initial purchase order. CONTRACTOR shall be paid as products are delivered and as the work is performed and METRO is accordingly invoiced. Unless otherwise set forth on the applicable order and services scope statement, the Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered.

#### **4.2 Other Fees**

There will be no other charges or fees for the performance of this contract other than as mutually agreed between the parties under this Contract. METRO will make payment within 30 days of receipt of invoice for all services and products. For the initial products ordered with the execution of this Agreement, the parties agree to payment of Net 45 days. The CONTRACTOR agrees that it will not charge a late charge or interest to METRO for overdue amounts.

#### **4.3. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **4.4. Price Adjustment**

Pricing as shown in Exhibit A is locked until December 31, 2025. If METRO elects to renew the Contract after December 31, 2025, CONTRACTOR may increase the prices shown in Exhibit A no more than 5% over the pricing prior to December 31, 2025, to be incorporated within the amendment for extension as outlined in Section 3.1 above. CONTRACTOR may increase the prices in each Renewal Term thereafter by no more than 5% over the prior Renewal Term (which pricing will also be incorporated within the amendment for extension as outlined in Section 3.1 above). For the avoidance of doubt, any change in pricing must be negotiated and agreed to by METRO and CONTRACTOR and incorporated within the amendment for extension as outlined in Section 3.1 above.

#### **4.5. Invoicing Requirements**

CONTRACTOR shall invoice METRO no more frequently than once a month or for each delivered good and performed service. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

### **5. TERMINATION**

#### **5.1. Breach**

Should either party violate any of the terms of this Contract, the aggrieved party shall identify the breach and the breaching party shall cure the performance within thirty (30) days. If the party in breach fails to provide such cure, the aggrieved party shall have the right to immediately terminate this Contract. Such termination shall not relieve the breaching party of any liability to the aggrieved party for damages sustained by virtue of any breach by the breaching party.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR. In such event, METRO shall pay for the product delivered and the services performed prior to such termination.

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**5.3. Notice/ Non-renewal**

5.3.1. With respect to on-premise licenses, application hosting services, and related services only, METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, to the extent applicable to the related Statement of Work, and METRO shall determine and pay to CONTRACTOR the amount due for products delivered and services performed.

**The following Sections 5.3.2 through 5.3.4 do not apply to hosted licenses and will apply only to the Dimensions SaaS Service as set forth in Exhibit G (UKG Dimensions Addendum):**

5.3.2 Non-renewal. Either Party may terminate the Service (as defined in Exhibit G) upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Term. METRO may terminate Seasonal Licenses upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Term.

5.3.3 Bankruptcy. To the extent permitted by applicable law, if either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of our creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party's obligations under this Contract. If an assurance that provides reasonable evidence of future performance is not provided within ten (10) business days of a written request, the requesting Party may immediately terminate this Contract upon written notice.

5.3.4 If the Agreement is terminated for any reason:

- a. All Fees will be paid by METRO for amounts owed through the effective date of termination.
- b. Any Fees paid by METRO for the Service not rendered prior to the effective date of termination will be credited against METRO'S account, with any remaining amounts refunded to METRO within thirty (30) days of the effective date of termination.
- c. METRO's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, METRO will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by CONTRACTOR that will enable METRO to so extract Customer Data. If METRO requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Service will be subject to the terms of this Agreement.
- d. To the extent permitted by applicable law, CONTRACTOR will delete Customer Data after METRO'S rights to access the Service and retrieve Customer Data have ended. CONTRACTOR will delete Customer Data in a series of steps and in accordance with CONTRACTOR's standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. To the extent permitted by applicable law, CONTRACTOR and METRO will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Contract.
- f. Provisions in this Contract which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement will so survive.

**6. NONDISCRIMINATION****6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

**6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment

practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **6.3. Equal Business Opportunity Program**

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

### **6.4. Covenant of Nondiscrimination**

CONTRACTOR agrees to make reasonable efforts to abide by to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### **6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all Professional Services (as defined in Exhibit G) provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either Contract number on the ACORD document.

### **7.2. Products Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.3. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.4. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars

### **7.5. Worker's Compensation Insurance**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

### **7.6. Cyber Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.7. Technological Errors and Omissions Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.8. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.9. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, non-renewed, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

In the event of a claim or dispute, CONTRACTOR agrees to provide certified copies of endorsements if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Contractor will inform Metro if it has deductibles or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

**8. GENERAL TERMS AND CONDITIONS****8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Upon request from the CONTRACTOR, METRO shall provide a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, METRO shall not be liable for those taxes for which METRO is exempt. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

## **8.2. Warranty**

### **8.2.1 Product Warranty**

CONTRACTOR warrants that all CONTRACTOR Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. Provided that METRO purchases and continuously remains on support maintenance services with CONTRACTOR for the Software and Equipment, CONTRACTOR warrants that the Software and Equipment shall materially perform in accordance with the Specifications.

During the warranty period, and in the event of a breach of this warranty, CONTRACTOR, at its option, shall repair or replace the defective goods, at CONTRACTOR's expense provided that Metro's use, installation, and maintenance have conformed to the Specifications.

This warranty is extended to METRO only and shall not apply to Equipment (or parts thereof) or Software media in the event of:

- A. Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering (including modification of replacement of any CONTRACTOR components on any boards supplied with Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- B. Failure of Metro to provide and maintain a suitable installation environment, as specified in the Specifications; or
- C. Malfunctions resulting from the use of badges or supplies not approved by CONTRACTOR.

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

### **8.2.2 UKG Dimensions SaaS Service Warranty**

CONTRACTOR warrants that the UKG Dimensions SaaS Service provided pursuant to Exhibit G (UKG Dimensions Addendum) will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If METRO informs CONTRACTOR in writing that there is a material deficiency in the Service which is making this warranty untrue, CONTRACTOR will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if CONTRACTOR is unable to do so within a reasonable period of time, METRO may terminate the then remaining Term, which will be METRO's sole and exclusive remedy for such breach of warranty. METRO agrees to provide CONTRACTOR with reasonable information and assistance to enable CONTRACTOR to reproduce or verify the non-conforming aspect of the Service.

### **8.2.3 Professional Services Warranty**

The Contractor warrants that all professional and education services performed shall be in a professional and competent manner. In the event that the Contractor breaches this warranty, and Metro so notifies the Contractor within thirty (30) days of receipt of invoice for the applicable services, Metro's sole remedy and the Contractor's exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Metro.



#### **8.2.4 Support Services Warranty**

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

The following Sections 8.3 through 8.5 apply to Software licenses and do not apply to the UKG Dimensions SaaS Services. Supplemental terms that apply to UKG Dimensions SaaS Services are described in Exhibit G (UKG Dimensions Addendum).

#### **8.3. Workforce Central on premise Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software listed in Exhibit A under the following terms and conditions:

##### **8.3.1. General license terms for Workforce Central on premise Software Licenses**

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

##### **8.3.2. Fee based limitations for Workforce Central on premise Software Licenses**

METRO recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by METRO. Limitations, which are set forth on the Purchase Order, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. METRO agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of METRO's own business. METRO agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until METRO pays the applicable fee for such increase/upgrade. METRO may not sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. METRO may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of CONTRACTOR.

##### **8.3.3. Object code only**

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

##### **8.3.4. Permitted copies**

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

**8.3.5. Updates**

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

**8.3.6. Export**

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

**8.3.7 JBoss**

The JBoss® Enterprise Middleware components embedded in the Software are subject to the license terms found in the attached Exhibit H.

**8.4. Firmware**

METRO may not download firmware updates for the CONTRACTOR Equipment unless METRO is maintaining such Equipment under a support plan with CONTRACTOR. If METRO is not maintaining the Equipment under a support plan with CONTRACTOR, CONTRACTOR shall have the right to verify METRO's CONTRACTOR Equipment to determine if METRO has downloaded any firmware to which METRO is not entitled. If METRO has downloaded firmware for the CONTRACTOR Equipment to which METRO is not entitled, METRO shall be responsible to pay CONTRACTOR for such updated firmware in accordance with CONTRACTOR's then-current support policies.

**8.5. Training points**

Training Points which are purchased by METRO may be redeemed for an equivalent value of instructor-led training sessions offered by CONTRACTOR. Available instructor-led sessions are listed at <http://customer.CONTRACTOR.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Purchase Order, at which time they shall expire. Training Points may not be exchanged for other CONTRACTOR products and/or services. CONTRACTOR will invoice METRO for the Training Points identified in the Purchase Order upon execution of such Purchase Order with payment due upon the payment terms indicated in such Purchase Order.

**8.6. General License Terms for UKG Dimensions Service subscription**

CONTRACTOR owns all title or possesses all intellectual property rights in and to the Technology used in delivering the UKG Dimensions Service set forth in Exhibit G (UKG Dimensions Addendum). To the extent permitted by applicable law, including but not limited to the Tennessee Public Records Act, the Service and Documentation are confidential and may not be disclosed to a third party without CONTRACTOR's written consent, to the extent permitted by applicable law, including but not limited to the Tennessee Public Records Act. The Service contains proprietary trade secret technology. METRO has a right to use this Technology and to receive the Service subject to this Agreement. No other use of the Technology is permitted. METRO is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. METRO cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder. The price METRO pays for each Authorized User of the Service constitutes a license fee that entitles METRO to access and use the Service as set forth below. As part of the Service, CONTRACTOR will provide METRO access to and use of the Technology, including the Applications. CONTRACTOR grants to METRO a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. This license may be terminated by CONTRACTOR by written notice to METRO upon any material breach of this Agreement by METRO which remains uncured for a period of thirty (30) days after such written notice from CONTRACTOR. Upon such termination of this license by CONTRACTOR, METRO will have no further right to access or use the Service. This license is subject to all of the terms of this Agreement.

METRO shall be responsible for securing, paying for, and maintaining connectivity to the Service, including any and all related hardware, software, third party services and related equipment and components for such connectivity.

#### **8.6.1 Fee based limitations for the UKG Dimensions Service subscription**

METRO recognizes and agrees that the license to use the Service is limited, based upon the number of Authorized Users and METRO's payment of the corresponding PEPM Fees. METRO agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. METRO agrees not to use any other Application or increase the number of employees using an application unless and until METRO enters into an additional Order Form that will permit METRO to have additional Authorized Users. METRO may not provide service bureau or other data processing services that make use of the Service without the express prior written consent of CONTRACTOR.

#### **8.6. Acceptance**

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

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

#### **8.7 Support Terms**

##### **8.7.1. Software support services for Workforce Central On Premise Software Licenses**

- (a) **CONTRACTOR support service policies for Workforce Central on-premise and Hosted Software Licenses**  
CONTRACTOR's then-current Support Services Policies shall apply to all Support Services for Workforce Central on-premise and Hosted Software Licenses purchased which is attached as Exhibit I ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

##### **8.7.2 Equipment Support Services**

METRO may purchase support services for Equipment in accordance with the terms and conditions below.

(a) **TERM**

Depot Support Services for the Product(s) have a term of one (1) year commencing 90 days after the delivery of the Equipment, as specified in this Agreement entered into between CONTRACTOR and METRO. The Depot Support Services support may be renewed for additional one (1) year terms, for a maximum of four renewal terms, on the anniversary date of its commencement date ("Renewal Date") by mutual written agreement of the parties or by CONTRACTOR sending to METRO an invoice for the applicable renewal term and the METRO paying such invoice prior to the commencement of such renewal term. CONTRACTOR may change the annual support charges effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving METRO at least thirty (30) days prior written notification.

**(b) PAYMENT**

METRO agrees to pay the Support Charges for the initial term as set forth on the Purchase Order for each Product listed. METRO agrees that all Products of the same type that are owned by the METRO, including without limitation METRO's "Spare Products" (as defined below), will be covered by the Depot Support Services. METRO agrees that if METRO purchases, during the term of the Depot Support Services, any Products of the same type as those specified on an Purchase Order, such additional Products shall be covered by the Depot Support Services. METRO agrees to pay a prorated fee for such additional Products and agrees to pay the full annual fee for such additional Products, upon the renewal date.

CONTRACTOR shall invoice METRO for annual Support Charges each year in advance of the Renewal Date. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. METRO will make payment within 30 days of receipt of invoice. The CONTRACTOR agrees that it will not charge a late charge or interest to METRO for overdue amounts.

**(c) DEPOT SUPPORT SERVICE**

Upon the failure of an installed Product, METRO shall notify CONTRACTOR of such failure and CONTRACTOR will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by CONTRACTOR to be Product related shall be dispatched to a CONTRACTOR Depot Repair Center, and METRO will be provided with a Return Material Authorization Number (RMA) for the failed Product if METRO is to return the failed Product to CONTRACTOR, as reasonably determined by CONTRACTOR. METRO must return the failed product with the supplied RMA number. Hours of operation, locations and other information related to UKG's Depot Repair Centers can be found at <http://customerkronos.com/ContactUs.htm> and are subject to change. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by METRO on the applicable Purchase Order and as specified herein and in CONTRACT OR' then-current Support Services Policies which may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies").

- (i) Depot Exchange: CONTRACTOR will provide a replacement for the failed Product at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of CONTRACTOR' choice. Replacement Product will be shipped the same day, for next business day delivery to METRO's location as further described in the Support Policies. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. METRO shall specify the address to which the Product is to be shipped. All shipments will include the CONTRACTOR provided RMA designating the applicable UKG Depot Repair Center, as the recipient. METRO, upon receipt of the replacement Product from CONTRACTOR, shall package the defective Product in the materials provided by CONTRACTOR, with the RMA supplied and promptly return failed Products directly to CONTRACTOR using the carrier specified by CONTRACTOR.
- (ii) Depot Repair: It is METRO's obligation to purchase and retain, at METRO's location and at METRO's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow METRO to replace failed Products at all METRO locations. Upon failure of an installed Product, METRO shall install a Spare Product to replace the failed Product. METRO shall also specify the address to which the repaired Product should be return shipped. METRO shall then return the failed Product, with the required RMA, to the applicable UKG Depot Repair Center. METRO shall make every reasonable effort to return the failed Product using the same packing materials in which the original Product was sent. Upon receipt of the failed Product, CONTRACTOR shall repair the failed Product and ship it, within ten (10) business days after receipt, to METRO. CONTRACTOR shall ship the repaired Product by regular surface transportation to METRO.

**(d) RESPONSIBILITIES OF METRO**

METRO agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to CONTRACTOR in "batches" which shall result in a longer turnaround time and surcharge to METRO. In addition, METRO agrees to:

- (i) Maintain the Products in an environment conforming to CONTRACTOR' published specifications for such Products;
- (ii) De-install all failed Products and install all replacement Products in accordance with CONTRACTOR' published installation guidelines;

- (iii) Ensure that the Product(s) are returned to CONTRACTOR properly packaged; and
- (iv) Obtain an RMA before returning any Product to CONTRACTOR and place the RMA clearly and conspicuously on the outside of the shipping package. METRO may only return the specific Product authorized by CONTRACTOR when issuing the RMA.

**(e) SUPPORT EXCLUSIONS**

Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and METRO will not attempt to return damaged Product, resulting from:

- (i) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- (ii) METRO's failure to continually provide a suitable installation environment (as indicated in CONTRACTOR' published installation guidelines) including, but not limited to, adequate electrical power;
- (iii) METRO's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with CONTRACTOR' published specifications;
- (iv) METRO's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by CONTRACTOR;
- (v) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- (vi) METRO's repair, attempted repair or modification of the Products.

Professional services provided by CONTRACTOR in connection with the installation of any Software or firmware upgrades, if available, and if requested by METRO, are not covered by Depot Support Services. Firmware (including equipment service packs) which may be available to resolve a Product issue is not installed by the CONTRACTOR Depot Repair Center but is available for download at CONTRACTOR' customer web site provided METRO is maintaining the Product under an annual Depot Support Services plan with CONTRACTOR.

**(f) DELIVERY**

All domestic shipments are FOB Destination to/from METRO and CONTRACTOR with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments are DDU (Deliver Duties Unpaid) to the METRO, with METRO responsible for all duties and V.A.T. when sending Product to CONTRACTOR (DDP).

**(g) DEFAULT, SUSPENSION, AND TERMINATION**

Under the Depot Exchange Support option, CONTRACTOR may suspend Depot Support Services if METRO does not ship Failed Product to CONTRACTOR within ten (10) business days of receipt of the Replacement Product. CONTRACTOR will restore Depot Support Services upon return of such Failed Product or upon payment at the then-prevailing CONTRACTOR list price for such unreturned Failed Product. The term of this Agreement shall not be extended or affected by any such suspension.

METRO may terminate Depot Support Services if CONTRACTOR is in default under this Agreement, and such default is not corrected within thirty (30) days after written notice. CONTRACTOR may terminate Depot Support Services if METRO defaults under this or any other agreement with CONTRACTOR, and such default is not corrected within thirty (30) days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that METRO ceases to do business as a going concern or has its assets assigned by law.

**(h) LIMITATION OF REMEDIES FOR EQUIPMENT SUPPORT SERVICES**

ALL OTHER WARRANTIES FOR THE DEPOT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

The first remedy of METRO shall be the replacement of the repaired Product.

IN NO EVENT SHALL UKG OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. **Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent it is finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the state of Tennessee.**

### 8.7.3 Support Services for the Dimensions SaaS Service

(a) Support Services for the Dimensions SaaS Service will be provided and include the following: (i) customer phone, email and online support 24 hours a day/7 days a week and (ii) periodic enhancements and modifications to the Applications, including bug fixes to correct verifiable and reproducible errors reported to CONTRACTOR.

(b) In addition, as part of the support services, CONTRACTOR will provide:

- a. one-hour response time to support cases.
- b. 24/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
- c. CONTRACTOR Community Access: Ability to access how-to articles, discussion boards, and open support cases.
- d. CONTRACTOR Onboarding Experience: Step-by-step guidance to assist METRO during onboard activities.
- e. Success Manager included at no additional charge.
- f. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.
- g. New Feature Review and Activation assistance.
- h. Industry Best Practices Review: Review configuration and use of UKG Dimensions against industry peers and provide recommendations.
- i. Configuration Review: Assistance with optimizing the use of UKG Dimensions based on your current usage patterns.

(c) A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former CONTRACTOR Application Consultants with industry-specific CONTRACTOR product knowledge.

### 8.8. Knowledgepass education subscription:

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

#### (a) Scope:

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

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

#### (b) Term of Subscription

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

**(c) Payment**

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

**(d) Limitations**

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

**(e) Train-the-Trainer Program**

Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the Program is taken and covers only the METRO employee who completes the Program.

**8.9. Professional and Educational Services****(a) Engagements**

Unless otherwise indicated on the Purchase Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in in Exhibit A or as mutually agreed if not included. If a dollar limit is stated in the Purchase Order or any associated statement of work ("SOW"), the limit shall be deemed an estimate for METRO's budgeting and CONTRACTOR's resource scheduling purposes. After the dollar limit is expended, CONTRACTOR will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

**(b) CONTRACTOR professional/educational services policies**

CONTRACTOR's then-current Professional Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and is attached as Exhibit J hereto ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail. The parties agree that METRO may attach the then current Professional Services Policy to the applicable SOW and such policy shall govern the professional and educational services provided for the scope of such project.

**8.10. Confidentiality**

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential "Confidential Information" is also defined as information that is: i) disclosed between the parties after April 23, 2013 that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the Software (and Software documentation), and the Specifications shall be deemed to be CONTRACTOR' Confidential Information and Government Property shall be deemed to be METRO's Confidential information. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to Tennessee Code Annotated §10-7-504(i). Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive the termination of this Contract.

This Contract imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law or a court order; including without limitation the public records laws, provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

#### **8.11 Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's advanced written request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

#### **8.12. Information Security Breach Notification**

Should there be a breach affecting the Customer's data, CONTRACTOR will activate the Incident Response Plan and the Customer will be notified within 72 hours of confirmation of the breach. UKG Incident Response Plan includes identification, containment/eradication, root cause analysis, and the implementation of any mitigating controls to prevent recurrence.

#### **8.13. Virus Representation and Warranty**

CONTRACTOR warrants to METRO that it has tested the Software using commercially reasonable methods designed to ensure that upon Delivery to METRO no copy of the Software provided contains (i) any virus, code or other routine that can disable, erase or otherwise harm the Software or Equipment, or METRO's other equipment, software or data; and (ii) any software routine, code, or instruction, hardware component or combination of the above which is designed to intentionally repossess the METRO's systems or network, or any component thereof, by electronic or other means.

#### **8.14. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action, with counsel of its own selection and at its sole cost. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise which creates an obligation upon METRO shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.



If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto and terminate the Contract. In such event of termination, METRO shall be entitled to a pro-rata refund of all fees paid to CONTRACTOR for the affected Software, which refund shall be calculated using a five-year straight-line depreciation commencing with the date of the relevant Order.

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR has reasonably determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### **8.15. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed, invoices or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable advance written notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to the invoices of services or products provided under this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon reasonable prior written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all statements of works, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

#### **8.16. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract, under the Maintenance of Records provision above, shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

#### **8.17. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is provided by METRO and in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

**8.18. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**8.19. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

**8.20. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

**8.21. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract. Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.22. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**8.23. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.24. Israel Anti-Boycott Act**

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

**8.25 Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.26. Ethical Standards**

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

**8.27. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for personal injuries or tangible property damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the services under this contract.

B. Any claims, damages, penalties, costs, and reasonable attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. Any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any approved subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any approved subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. In any case, METRO agrees that CONTRACTOR shall be given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim, and further METRO shall reasonably cooperate with CONTRACTOR in connection with the foregoing and provides CONTRACTOR with all information in METRO's possession related to such claim and further assistance as reasonably requested by CONTRACTOR. METRO reserves the right to participate in the defense of any such action with counsel of its own selection and at its sole cost. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no settlement or compromise which creates an obligation upon METRO shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

**8.28. Limitation of liability**

METRO's exclusive remedies and contractor's sole liability for Contractor breach of this agreement are expressly stated herein. Except as provided in this agreement, and to the extent permitted by applicable law, all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are excluded.

To the extent allowed under Tennessee law, except for contractor's indemnification obligations set forth in the Indemnification and Hold Harmless provision of this Contract, in no event shall CONTRACTOR's or its parents', subsidiaries', affiliates', or third party licensor's liability to METRO, howsoever caused, exceed the greater of two times the value of the order which gives rise to the claim or five million dollar (\$5,000,000.00), and in no event will contractor or its parents, subsidiaries affiliates or third party licensors be liable for lost profits, lost data or any other incidental or consequential damages arising out of this agreement whether such claim is based on warranty, contract or the existence, furnishing, functioning or metro's specific use of, or ability to so use, any equipment, software or services provided for in this Contract.

Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent it is finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the state of Tennessee.

**8.29. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO, provided that either party may assign this Agreement without the other party's consent with thirty (30) days' prior written notice to the other party in conjunction with a merger, sale, consolidation or other corporate form of reorganization involving a transfer of all, or substantially all, of the stock or assets of the assigning party, and assuming the other party does not object in writing within that time frame, provided that consent will not be unreasonably withheld. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

{N0564815.1}

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

[PRG@NASHVILLE.GOV](mailto:PRG@NASHVILLE.GOV) (preferred method)

OR

**PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

### **8.30. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. METRO understands and acknowledges that while CONTRACTOR may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, METRO is not entitled to any products or product enhancements other than those contained on the Purchase Order. If Customer uses its own Purchase Order as an Order Form, no pre-printed terms of that purchase order shall apply to the items ordered, and any reference to a UKG quote number or order number shall be deemed to incorporate that UKG quote or order form into Customer's purchase order. METRO has not relied on the availability of any future version of the Software or Equipment identified on a Purchase Order, nor any other future product in executing this Agreement.

### **8.31. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **8.32. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

### **8.33. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

### **8.34. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

**8.35 Cooperative Purchasing**

CONTRACTOR and METRO hereby further agree that CONTRACTOR may use this Contract to provide products and services to other public sector entities subject to the terms and conditions of this Contract which will be referred to in an Order Form and purchase order. By signing and entering into an order form or purchase order that expressly references this Contract, each such public sector entity and will be deemed to have agreed to be bound by the terms and conditions of this Contract and all references in this Contract to "Customer" or "METRO" shall be references to the applicable customer entity entering into the order.

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Contract Number: **6528932**

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **UKG Kronos Systems, LLC**

Attention: **Liz McCarron**

Address: **900 Chelmsford ST.; Lowell, MA 01851**

Telephone: **1 800 225 1561**

Fax:

E-mail: **info@kronos.com**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **C T Corporation System**

Attention: **UKG Kronos Systems, LLC (formerly Kronos Inc)**

Address: **300 Monvue Road, Knoxville, TN 37919-5546**

Email: **info@kronos.com**

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**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6528932
------------------------	---------

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	ITS
<b>Attention</b>	Dawn Clark
<b>Address</b>	700 President Ronald Reagan Way - Suite 301
<b>Telephone</b>	615-862-6033
<b>Email</b>	dawn.clark@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Project Manager</b>	Dawn Clark
<b>Title</b>	IS Assistant Director
<b>Address</b>	700 President Ronald Reagan Way - Suite 301
<b>Telephone</b>	615-862-6033
<b>Email</b>	dawn.clark@nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>




Contract Number 6528932**Effective Date**


This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.


**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

  
\_\_\_\_\_  
Dept. / Agency / Comm. Head or Board Chair.


  
\_\_\_\_\_  
Dept. Fin.


**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

  
\_\_\_\_\_  
Purchasing Agent

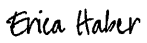
  
\_\_\_\_\_  
Purchasing


**APPROVED AS TO AVAILABILITY OF FUNDS:**

  
\_\_\_\_\_  
Director of Finance

  
\_\_\_\_\_  
BA

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Metropolitan Attorney

  
\_\_\_\_\_  
Insurance

**FILED BY THE METROPOLITAN CLERK:**

  
\_\_\_\_\_  
Metropolitan Clerk

  
\_\_\_\_\_  
Date

**FEB 21 2024**

**CONTRACTOR:**UKG Kronos Systems LLC

Company Name

  
\_\_\_\_\_  
Signature of Company's Contracting Officer

Signature of Company's Contracting Officer

Erica Bukowski

Officer's Name

Sr. Order Processing Analyst

Officer's Title

**Exhibit A**  
**Product, Support Services and Professional Services Pricing**

## Enterprise Software Licenses

Provided Customer remains current with its obligations under the Agreement, UKG agrees that up until 12.31.2025 (End of Life for this product line) Customer may purchase as follows, and acknowledges no follow-on support will be available:

Description	Per License Cost after Discount	First year of Gold Support Per License	First year of Platinum Support Per License
Workforce Timekeeper	\$32.45	\$7.14	\$8.11
Workforce Absence Manager	\$28.05	\$6.17	\$7.01
Workforce Accruals	\$12.65	\$2.78	\$3.16
Workforce Employee	\$22.00	\$4.84	\$5.50
Workforce Integration Manager	\$7.15	\$1.57	\$1.79
Workforce Manager	\$254.10	\$55.90	\$63.53
Workforce Mobile Employee	\$4.40	\$0.97	\$1.10
Workforce Mobile Manager	\$35.75	\$7.87	\$8.94
Workforce Tablet	\$54.45	\$11.98	\$13.61
Workforce Record Manager / Enterprise Archive	\$3.30	\$0.73	\$0.83
Workforce Analytics Core	\$30.25	\$6.66	\$7.56
Workforce Analytics Industry	\$44.00	\$9.68	\$11.00
Workforce Activities	\$38.50	\$8.47	\$9.63
Attestation Tool Kit	\$8.25	\$1.82	\$2.06
Workforce Scheduler	\$35.75	\$7.87	\$8.94
Workforce TeleStaff Enterprise	\$74.25	\$16.34	\$18.56
Workforce TeleStaff Contact Manager	\$8.25	\$1.82	\$2.06
Workforce TeleStaff Global Access	\$13.75	\$3.03	\$3.44
Workforce TeleStaff Institution Focus	\$11.00	\$2.42	\$2.75
Workforce TeleStaff Gateway Manager	\$2,750.00	\$605.00	\$687.50
Workforce TeleStaff Gateway Manager Interface to WFC	\$0.00	\$0.00	\$0.00
Workforce TeleStaff Bidding	\$27.50	\$6.05	\$6.88

## Cloud Services

	Current Monthly Fee
Cloud Services – Hosting*	\$25,940.00

*\*Cloud Services – Hosting Fee is based on the current license counts. Adding additional modules or licenses could result in changes to these fees.*

Cloud Hosting Additional Offerings	Fee **
Cloud Hosting TeleTime IP Base Fee Per Month	\$1,000.00
Cloud Hosting TeleTime Per 25 Lines Fee Per Month	\$500.00
Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month	\$1,250.00
Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	\$0.50
Cloud Hosting Workforce TeleStaff Enhanced Disaster Recovery Base Fee Per Month	\$1,000.00
Cloud Hosting Workforce TeleStaff Enhanced Disaster Recovery Per Employee Per Month	\$0.15

*\*\*Fee based on an employee count of 20,000.*

## Services and Training\*

Remote Services Hourly Rate	\$190 / hour
On-site Services Hourly rate Inclusive of Travel Costs	\$215 / hour
Technical Account Manager (TAM)	\$75,000.00 / year
Bill as you go Training Points - Invoices upon class attendance. Point value determined by specific class.	\$1.00 / point
KnowledgePass 20,001+	\$22,000.00 / year

The Professional and educational services above are applicable for a period of sixty (60) months.

UKG DIMENSIONS		
* Discount is based on quantities purchased at one time, not cumulative		
Item Description	List Price (PEMP)	Metro Price (PEMP)
<u>UKG Dimensions</u>		
<b>UKG Dimensions Standard Licenses</b>		
UKG Dimensions Hourly Timekeeping (Standard License)	\$ 10.00	\$ 6.00
UKG Dimensions Salaried Timekeeping (Standard License)	\$ 5.00	\$ 3.00
UKG Dimensions Accruals (Standard License)	\$ 1.00	\$ 0.60
UKG Dimensions Leave (Standard License)	\$ 2.00	\$ 1.20
UKG Dimensions Absence (Standard License)	\$ 2.50	\$ 1.50
UKG Dimensions Scheduling (Standard License)	\$ 1.00	\$ 0.60
UKG Dimensions Advanced Scheduling (Standard License)	\$ 2.50	\$ 1.50
UKG Dimensions Optimized Scheduling (Standard License)	\$ 5.00	\$ 3.00
UKG Dimensions Analytics (Standard License)	\$ 2.00	\$ 1.20
UKG Dimensions Human Resources (Standard License)	\$ 6.00	\$ 3.60
UKG Dimensions Talent Acquisition (Standard License)	\$ 1.00	\$ 0.60
UKG Dimensions Performance Management (Standard License)	\$ 1.50	\$ 0.90
UKG Dimensions Compensation Management (Standard License)	\$ 1.00	\$ 0.60
UKG Dimensions ACA (Standard License)	\$ 0.50	\$ 0.30
UKG Dimensions Payroll (Standard License)	\$ 6.00	\$ 3.60
<b>UKG TeleStaff</b>		
UKG TeleStaff Cloud	\$ 10.00	\$ 9.10
UKG TeleStaff Cloud Extra Duty Events	\$ 1.50	\$ 1.37
<b>HR Service Delivery</b>		
UKG HRSD People Assist	\$ 2.00	\$ 1.82
UKG HRSD Document Manager	\$ 2.00	\$ 1.82
UKG PRO Employee Voice	\$ 2.00	\$ 1.82
<b>UKG Dimensions Seasonal Licenses (only ordered for a single/consecutive 4 month period once per year)</b>		

UKG Dimensions Hourly Timekeeping (Seasonal License)	\$ 13.00	\$ 7.80
UKG Dimensions Salaried Timekeeping (Seasonal License)	\$ 6.50	\$ 3.90
UKG Dimensions Accruals (Seasonal License)	\$ 1.30	\$ 0.78
UKG Dimensions Leave (Seasonal License)	\$ 2.60	\$ 1.56
UKG Dimensions Absence (Seasonal License)	\$ 3.25	\$ 1.95
UKG Dimensions Scheduling (Seasonal License)	\$ 1.30	\$ 0.78
UKG Dimensions Advanced Scheduling (Seasonal License)	\$ 3.25	\$ 1.95
UKG Dimensions Optimized Scheduling (Seasonal License)	\$ 6.50	\$ 3.90
UKG Dimensions Analytics (Seasonal License)	\$ 2.60	\$ 1.56
UKG Dimensions Human Resources (Seasonal License)	\$ 7.80	\$ 4.68
UKG Dimensions Talent Acquisition (Seasonal License)	\$ 1.30	\$ 0.78
UKG Dimensions Performance Management (Seasonal License)	\$ 1.95	\$ 1.17
UKG Dimensions Compensation Management (Seasonal License)	\$ 1.30	\$ 0.78
UKG Dimensions ACA (Seasonal License)	\$ 0.65	\$ 0.39
UKG Dimensions Payroll (Seasonal License)	\$ 7.80	\$ 4.68
UKG Dimensions SFTP License (per license per month)	\$ 50.00	\$ 30.00
UKG Dimensions Additional VPN (per month/per connection)	\$ 150.00	\$ 90.00
<b>UKG InTouch DX Time Clocks</b>		
<b>Item Description</b>	<b>List Price (per unit)</b>	<b>Metro Price (per unit)</b>
<u>Hardware (Clocks and accessories)</u>		
UKG InTouch DX G2 with Bar Code Badge Reader	\$ 4,495.00	\$ 3,371.25
UKG InTouch DX G2 with Magnetic Stripe Card Reader	\$ 4,695.00	\$ 3,521.25
UKG InTouch DX G2 with HID Proximity Card Reader	\$ 5,325.00	\$ 3,993.75
UKG InTouch DX G2 with Smart Card Reader	\$ 5,435.00	\$ 4,076.25
UKG InTouch DX G2 with Legic Reader	\$ 4,945.00	\$ 3,708.75
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	\$ 1,485.00	\$ 1,113.75
Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2	\$ 1,650.00	\$ 1,237.50
Wi-Fi Option Kit for InTouch DX G2 (not compatible with InTouch DX G1, H3, H2, H1 clocks)	\$ 360.00	\$ 270.00
InTouch Linear Imager Bar Code Scanner Option (Not Approved for Sale in China)	\$ 975.00	\$ 731.25
InTouch DX/DX G2 NIMH Backup Battery Option	\$ 420.00	\$ 315.00
InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	\$ 145.00	\$ 108.75

Universal Relay Option	\$ 315.00	\$ 236.25
InTouch Remote HID MiniProx Reader Option	\$ 700.00	\$ 525.00
InTouch Remote HID ProxPro Reader Option	\$ 600.00	\$ 450.00
<u>Hardware Support</u>	<b>List Price (per unit)</b>	<b>Metro Price (per unit)</b>
Depot Exchange for UKG INTOUCH DX/DX G2	\$ 300.00	\$ 300.00
Depot Repair for UKG INTOUCH DX/ DX G2	\$ 225.00	\$ 225.00
Depot Exchange for UKG INTOUCH DX/DX G2 Biometric Option	\$ 135.00	\$ 135.00
Depot Repair for UKG INTOUCH DX/ DG G2 Biometric Option	\$ 108.00	\$ 108.00
Depot Exchange for UKG INTOUCH DX/DX G2 Bar Code Scanner Option	\$ 97.50	\$ 97.50
Depot Repair for UKG INTOUCH DX/DX G2 Bar Code Scanner Option	\$ 78.00	\$ 78.00
Depot Exchange for UKG INTOUCH DX/DX G2 MiniProx/ProxPro Option	\$ 70.00	\$ 70.00
Depot Repair for UKG DX/DX G2 MiniProx/ProxPro Option	\$ 56.00	\$ 56.00
Depot Exchange for UKG INTOUCH TouchFree ID Face Biometric Option for InTouch DX/DX G2	\$ 165.00	\$ 165.00
Depot Repair for UKG INTOUCH TouchFree ID Face Biometric Option for InTouch DX/DX G2	\$ 132.00	\$ 132.00
Depot Exchange for UKG INTOUCH HID Miniprox/ProxPro Reader Option	\$ 70.00	\$ 70.00
Depot Repair for UKG INTOUCH HID Miniprox/ProxPro Reader Option	\$ 56.00	\$ 56.00
<u>Hardware Rentals</u>	<b>List Price (per unit)</b>	<b>Metro Price (per unit)</b>
KRONOS INTOUCH DX/DX G2, with Bar Code Badge Reader - per unit per month	\$ 155.00	\$ 116.25
KRONOS INTOUCH DX/DX G2, with Magnetic Stripe Card Reader - per unit per month	\$ 160.00	\$ 120.00
KRONOS INTOUCH DX/DX G2, with HID Proximity Card Reader - per unit per month	\$ 165.00	\$ 123.75
KRONOS INTOUCH DX/DX G2, with Smart Card Reader - per unit per month	\$ 170.00	\$ 127.50
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	\$ 50.00	\$ 37.50
Touchfree ID Option for Intouch DX/DX G2	\$ 60.00	\$ 45.00

<b>UKG Dimensions Professional Services</b>		
UKG Dimensions Onboarding Services SMB Hourly Rate	\$220.00	\$ 198.00
UKG Dimensions Readiness Advisory Services SMB Fixed Fee	\$5,500.00	\$ 4,950.00
UKG Dimensions SMB Onboarding Fee	Call for quote	Call for quote
UKG Dimensions SMB Onboarding A La Carte Fee	Call for quote	Call for quote
UKG Dimensions Onboarding Services Enterprise Hourly Rate	\$250.00	\$ 225.00
UKG Dimensions Readiness Advisory Services Enterprise Fixed Fee	\$11,000.00	\$ 9,900.00
UKG Dimensions Readiness Advisory Services Hourly Rate	\$250.00	\$ 225.00
UKG Dimensions Advisory Services Hourly Rate	\$250.00	\$ 225.00
UKG Dimensions Advanced Testing Services Hourly Rate	\$250.00	\$ 225.00
UKG Dimensions Education Consulting Hourly Rate	\$250.00	\$ 225.00
UKG Dimensions Train The Trainer Package Fixed Fee	\$2,650.00	\$ 2,385.00
UKG Dimensions User Adoption Services Hourly Rate	\$250.00	\$ 225.00
UKG Dimensions User Adoption Assessment Fixed Fee	\$2,650.00	\$ 2,385.00
UKG Dimensions Integration Build Services Hourly Rate	\$140.00	\$ 126.00
UKG Dimensions EFR- Engineering Feature Request Hourly Rate	\$255.00	\$ 229.50
UKG Dimensions EFR - Engineering Feature Request Hourly Rate	\$255.00	\$ 229.50
UKG Dimensions Engineering Discovery Hourly Rate	\$255.00	\$ 229.50
UKG Dimensions Engineering Discovery Hourly Rate	\$255.00	\$ 229.50
UKG Dimensions Advisory Services Fixed Fee	\$255.00	\$ 229.50
UKG Dimensions Advanced Testing Services Hourly Rate	\$205.00	\$ 184.50
UKG Dimensions Data Extraction Toolkit	\$16,500.00	\$ 14,850.00
UKG Dimensions FF Onboarding Services	Call for Quote	Call for Quote
UKG Dimensions Integration / API Application Maintenance	Call for Quote	Call for Quote
<b>UKG TELESTAFF Migration Services Packages</b>		
<\$25,000 ARR	\$2,500.00	
\$2500-\$50,000 ARR	\$5,000.00	
\$50,001-\$100,000 ARR	\$10,000.00	
\$100,000-\$1,000,000 ARR	\$20,000.00	
\$1,000,000+ ARR	\$100,000.00	

**Managed Services**

{N0564815.1}



Contract 6528932

*Managed Services additional hours packages are available at a rate of \$135 per hour when Metro subscribes to a Managed Services plan ending no later than December 31, 2025 for Workforce Central only. Pursuant to Section 3.1 of this Contract, the Contract may be extended with respect to the UKG Dimensions SaaS offerings and related services only. .*



**Exhibit B**  
**Scope of Services**  
**UKG**

**Future Implementation and Change Orders**

1. Upon execution of this contract, Metro and the Contractor shall perform the following tasks to procure devices, services, and/or support under this contract:
  - A. The Contractor shall continue to provide the services as outlined in Exhibit A.

**General Requirements**

2. The Contractor shall provide as requested by Metro, any reports in a form, substance, and frequency mutually agreed between the parties.
3. The Contractor shall appoint a primary point of contact for Metro. No more than one (1) primary contact should be appointed. In the event the contractor's contact is unresponsive, unprofessional, or otherwise not fulfilling his/her duties to the satisfaction of Metro, Metro reserves the right to request that a new contact be appointed.
4. While providing Professional Services onsite at Metro's facility UKG agrees to comply with all applicable federal and state laws. If UKG assigns a Professional Services resource to perform Services onsite at any of Metro's facility, UKG agrees that it shall before proceeding with the official assignment, conduct a background screening in accordance to the terms below and as permitted by law, on all such UKG personnel before Metro will grant such personnel access to Metro's facility. Background screenings will be performed on UKG Professional Services personnel provided that: (i) such personnel voluntarily agrees to undergo such background screening; (ii) Metro pays for all costs associated with such background screenings; (iii) such background screenings shall be performed by a nationally recognized provider used by UKG; and (iv) Metro acknowledges that the requirement to perform background screenings for UKG onsite personnel may cause delays to the project implementation. The background screenings shall, at a minimum, have been performed within the preceding twelve (12) month period prior to the date of the project. UKG shall not staff a Professional Services resource onsite at Metro's facility if such person has a negative result from the background screening. All results from the background screening shall remain confidential.

In addition, each Contractor employee assigned to work on-site in Nashville must agree to submit to fingerprinting for a separate felony arrest record check covering the past ten (10) years to be performed by the Metro Nashville Police Department.

**Exhibit C**  
**Application Hosting Addendum**

**SUPPLEMENTAL TERMS AND CONDITIONS**

This Application Hosting Addendum of Supplemental Terms and Conditions (the “Addendum”) is made by and between UKG Kronos Systems, LLC (“UKG”) and The Metropolitan Government of Nashville and Davidson County (“Customer”). UKG and Customer are collectively referred to herein as the “Parties”, and individually as a “Party.”

WHEREAS, Customer desires to use those UKG applications, related hardware and services in a managed hosted environment in accordance with the Contract and upon the supplemental terms and conditions herein, and UKG desires to assist Customer in doing so.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the Parties agree as follows:

**1. DEFINITIONS**

**“Application Hosting Program” or “Program”** means (i) accessibility to the commercially available object code version of the UKG hosted applications, as set forth in the Cloud Services SOW, by means of access to the password protected customer area of the UKG hosting environment, and (ii) all Hosting Related Services.

**“Content”** means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Customer content shared or processed on equipment under the control of UKG or a Supplier.

**“Hosting Related Services”** means certain services set forth in a statement of work containing hosted related services (the **“Cloud Services SOW”**), such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or Cloud Services and maintenance services related to hosting.

**“Initial Term”** means the initial term for which UKG shall provide the Program to Customer and as set forth in the applicable Cloud Services SOW executed by Customer.

**“Internal Use”** means the use of the Program: (i) by Customer’s personnel solely for Customer’s internal business purposes and (ii) by any authorized employee, agent or contractor of Customer to process information relating to Customer’s employees assigned to, or potential employees of, Customer’s authorized business unit(s), solely for the internal business purposes of such business unit(s).

**“Monthly Service Fee(s)”** means the monthly fees described in the Cloud Services SOW and set forth on the applicable Order Form, which shall include all Hosting Related Services fees.

**“Purchase Order”** means the order request form or Purchase Order validly issued and agreed between the parties as set forth in section 2.3 of the contract that lists the Startup Fees and Monthly Service Fees for the elements of Customer’s particular Program.

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

**“Production Environment”** means a permanent environment established for the daily use and maintenance of the Application in a live environment throughout the term of a Program.

**“Services Commencement Date”** shall, except as otherwise provided in writing in a Cloud Services SOW or Order Form signed by the parties, mean the earlier of (a) the date the Software is transferred to the hosted environment, as mutually agreed by the parties in writing or (b) 90 days after the Effective Date. Notwithstanding the foregoing, the Services Commencement Date for software hosted in a Temporary Environment shall commence seven (7) days after the Effective Date.

**“Service Description”** means the detailed service description (including any supplementary service terms) specified in the Cloud Services SOW which sets forth the specific Program to be provided to the Customer.

**“SLA(s)”** means a service level agreement offered by UKG for the Production Environment and attached to this Addendum as **Attachment A** which contains key service maintenance standards and commitments that apply to the Program as detailed in the Service Description.

**“SLA Credit”** means the credit calculated in accordance with the SLA and offered by UKG in the event of outages, interruptions or deficiencies in the delivery of the Program that result in a failure to meet the terms of the applicable SLA.

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

**“Temporary Environment”** means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable Cloud Services SOW as a Temporary Environment.

**“Startup Fees”** means the one time, customer-specific startup fee as indicated on the Order Form that will be charged to Customer to enable access to the Program.

## **2. CLOUD SERVICES STATEMENT OF WORK**

The description of the particular Program ordered by the Customer, the Program term, the Monthly Service Fee rates, the Startup Fees and other fees, if any, applicable to the Program are described in the applicable Cloud Services SOW and Order Form. UKG will not change the Monthly Service Fee rates it charges for Customer’s existing Program, or the SLA, during the Initial Term. UKG may change such Monthly Service Fee rates or the associated SLA for a renewal term of the particular Program by notifying Customer at least sixty (60) days prior to the expiration of the then current term. SLAs are only available in a Production Environment. Unless the Cloud Services SOW indicates that the Program is to be implemented in a Temporary Environment, the Program will be deemed to be implemented in a Production Environment.

### **3. AUTHORIZED USE**

Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Program, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Addendum.

### **4. MAINTENANCE ACCESS**

If UKG, its Suppliers, or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair the Program, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary.

### **5. CUSTOMER REPRESENTATIONS AND WARRANTIES; CUSTOMER OBLIGATIONS**

**5.1** Customer represents and warrants to UKG that it has the right to publish and disclose Customer's Content in the Program.

**5.2** Customer represents and warrants to UKG that Customer's Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

**5.3** Customer will, at its own cost and expense, provide all end user equipment, operating systems, and software (including a web browser) not provided by UKG and needed to access and use the Program in accordance with the technical requirements set forth in the Cloud Services SOW. Customer will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs associated with Customer accessing the Program, unless such connectivity services are purchased from UKG as indicated on the Cloud Services SOW and Purchase Order.

**5.4** Customer shall not, and shall not permit any person or entity under Customer's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.

### **6. INTERNET ACCESS**

**6.1** If Customer uses open internet connectivity or Customer-supplied VPN internet connections to access the Program, Customer acknowledges that the performance and throughput of the internet connection cannot be guaranteed by UKG, and variable connection performance may result in application response variations.

**6.2** Customer hereby acknowledges that the internet is not owned, operated, managed by, or in any way affiliated with UKG, its Suppliers or any of its affiliates, and that it is a separate network of computers independent of UKG. Access to the internet is dependent on numerous factors, technologies and systems, many of which are beyond UKG's authority and control. Customer acknowledges that UKG cannot guarantee that the internet access services chosen by Customer will meet the level of up-time or the level of response time that Customer may need. Customer agrees that its use of the internet access services and

the internet is solely at its own risk, except as specifically provided in this Addendum, and is subject to all applicable local, state, national and international laws and regulations.

## **7. FEES AND PAYMENT TERMS**

**7.1** In consideration of the delivery of the Program, Customer shall pay UKG the Monthly Services Fee as defined in the applicable Purchase Order. The Monthly Services Fee shall begin to accrue on the Services Commencement Date, and shall be invoiced monthly in advance. In addition, Customer shall be billed the Startup Fees and any additional Cloud Hosting startup fees set forth in the applicable Purchase Order. Customer acknowledges that the billing commencement date does not coincide with implementation completion, final configuration, or go-live.

**7.2** SLA Credits, if any, which are due and owing to a Customer under an SLA for a particular month of the Program shall be included in the Monthly Service Fee invoice issued by UKG for the month following the month in which the SLA Credits were earned.

## **8. SERVICE LEVEL AGREEMENT**

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCY OF SERVICE(S) OR FAILURE BY UKG TO MEET THE TERMS OF AN APPLICABLE SLA, SHALL BE THE REMEDIES PROVIDED IN THE SLA; PROVIDED THAT ANY REMEDIES OR CREDITS CONTAINED IN THE SLA ARE NOT AVAILABLE FOR OUTAGES, INTERRUPTIONS OR DEFICIENCIES OCCURRING DURING ANY PERIOD IN WHICH CUSTOMER IS IN BREACH OF THIS ADDENDUM OR THE LICENSE AGREEMENT. UKG DISCLAIMS ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS OR DEFICIENCIES OF SERVICES.

## **9. LIMITATION OF LIABILITY**

(A) IN ADDITION TO THE LIMITATIONS SET FORTH IN THE LICENSE AGREEMENT, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM UKG'S NEGLIGENCE AS SET FORTH IN PARAGRAPH (B) BELOW, UKG DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

(B) IN THE EVENT OF A BREACH OF THIS AGREEMENT ARISING FROM UKG'S NEGLIGENCE AND CAUSING A BREACH OF SECURITY OR DISCLOSURE RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATION, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE, OR SYSTEM OR MACHINE ERROR, THE AGGREGATE LIABILITY OF UKG UNDER FOR SUCH BREACH SHALL NOT EXCEED THE AMOUNT EQUAL TO TWO TIMES THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE PROGRAM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

(C) NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY, ANY PROVISION OR PROVISIONS OF THIS SECTION WILL NOT APPLY TO THE EXTENT IT IS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, INCLUDING, INCLUDING

APPELLATE REVIEW IF PURSUED, TO VIOLATE THE LAWS OR CONSTITUTION OF THE STATE OF TENNESSEE.

## **10. DATA SECURITY**

**10.1** As part of the Program, UKG shall provide those UKG security-related services described in the Cloud Services SOW. Customer acknowledges that the security-related services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular security-related service as just one tool to be used as part of an overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties.

**10.2** All Personally Identifiable Data contained in any Software, Equipment or systems supplied by UKG, or to which UKG has access to under this Addendum, as between UKG and Customer, is Customer's Confidential Information and will remain the property of Customer. Customer hereby consents to the use, processing and/or disclosure of Personally Identifiable Data only for the purposes described herein and to the extent such use or processing is necessary for UKG to carry out its duties and responsibilities under this Addendum or as required by law.

**10.3** Prior to initiation of the Program and on an ongoing basis thereafter, Customer agrees to provide notice to UKG of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer and which could be imposed on UKG as a result of provision of the Program. Customer will ensure that: (a) the transfer and storage of any Personally Identifiable Data to UKG and managed by UKG' or Supplier's data center is legitimate under applicable data protection laws and regulations; and (b) Customer will obtain consent from individuals for such transfer and storage to the extent required under applicable laws and regulations.

**10.4** At no cost to Customer, UKG shall upon (i) request by Customer at any time and (ii) the cessation of the Program, promptly return to Customer, in the format and on the media in use as of the date of the request, all Personally Identifiable Data.

## **11. TERM AND TERMINATION**

**11.1** At the expiration of the Initial Term, this Agreement and all applicable Programs shall terminate. UKG may suspend or terminate the Program upon notice in the event of any breach by Customer of this Addendum. No Program interruption shall be deemed to have occurred during, and no Program credits shall be owed for, any authorized suspension of the Program.

**11.2** Customer may terminate the Program by written notice at any time during the term of the Addendum if UKG materially breaches any provision of this Addendum, and such default is not cured within thirty (30) days after receipt of written notice from Customer. In the event of such termination by Customer, Customer shall pay UKG within thirty (30) days all fees then due and owing for the Program prior to the date of termination.

**11.3** CONTRACTOR or METRO may terminate the Program for convenience on no less than ninety (90) days prior written notice to other contracting entity.

## ATTACHMENT A SERVICE LEVEL AGREEMENT (SLA)

**Service Level Types:** SLAs are only applicable to Production Environments. The Program, in a Production Environment, as described in the Service Description is provided with the following service level:

### 99.50% Application Availability

**Service Levels/Credit Calculation:** An Outage will be deemed to commence when Customer opens a case with UKG Global Support, or UKG Cloud Services receives an application availability alert. The Outage will be deemed to end when UKG has restored availability of the Program. Failure to meet the above service levels will entitle Customer to credits as follows.

99.50% Application Availability SLA – Production Environment	
Uptime percentage (as measured in a calendar month)	Affected Service Credit
The amount of the Credit will be determined as follows:	
<99.50% to 98.75%	15%
<98.75% to 98.25%	20%
<98.25% to 97.75%	35%
<97.75 to 96.75%	50%
<96.75	75%

**Application Availability SLA% = ((MM-TM)\*100) / (MM)**

### Definitions

“Affected Service” means the monthly fees paid for the hosting of the Program.

“Excluded Event” means any event that adversely impacts the Program that is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or Supplier; (c) Force Majeure events; (d) scheduled or emergency maintenance, alteration or implementation; (e) any suspension of the Program in accordance with the terms of the Addendum or License Agreement; (f) the unavailability of required Customer personnel, including as a result of failure to provide Supplier with accurate, current contact information; (g) using the Application in a manner inconsistent with the product documentation; or (h) any other exclusionary circumstance specified in the applicable Cloud Services SOW.

“Monthly Minutes (MM)” means total minutes in which service was scheduled to be available.

"Outage" means the accumulated time during which Customer is unable to establish an active communications connection, measured from beginning to end, between Customer and the Program for reasons other than (a) failures caused by Customer Data; or (b) any Excluded Events.

“Scheduled Maintenance (SM)” means scheduled maintenance periods established by UKG to provide ample time to maintain and update the applications, when necessary. During these maintenance periods, the applications are available to UKG to perform periodic services, which include vital software updates. Systems will generally continue to be available to Customer; however, some changes will require planned downtime. UKG will provide notice for planned downtime via an email notice to our primary Customer contact at least one day in advance of such shutdown/restart so planning can be facilitated by Customer.

When application maintenance is required, current Scheduled Maintenance periods for the applications are:

Monday through Friday      4am – 6am

Saturday and Sunday      12am - 6am

- All times listed are U.S. Eastern Time.
- UKG’s utilization of the above maintenance windows shall not trigger SLA Credits to Customer.

“Total Minutes Not Available” (TM) means the total number of minutes during the calendar month that the Program is unavailable outside of scheduled maintenance windows.

**Limitations:** UKG will apply any credits to the Customer account. Credits will not be provided if: (a) Customer is in breach or default under this Addendum or the License Agreement at the time the Outage occurred and such breach is the cause of the Outage; or (b) it results from an Excluded Event.

In no event will the credits accrued in any calendar month exceed, in the aggregate across all service levels and events, one hundred (100%) of the invoice amount for the Affected Service.

The Service Level Agreements in this Exhibit, and the related credits listed, apply on a per Program basis. For the avoidance of doubt, Outages, delays, failures, etc. in one Program may not be added to Outages, delays, failures, etc. in any other Program for purposes of calculating SLA credits.



**ATTACHMENT B****EXHIBIT D****UKG ADDENDUM****WORKFORCE TELESTAFF IVR SERVICE****(Licensed or User Based)**

This is an Addendum to the agreement between UKG and Customer governing those certain UKG Workforce Telestaff software applications whether on a perpetual license basis or in a software as a service model (the "Agreement") between The Metropolitan Government of Nashville and Davidson County ("Customer") and UKG.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to the Workforce Telestaff IVR offering ("Telestaff IVR"), a subscription service UKG is authorized to resell. Telestaff IVR can be ordered either on a licensed basis with Port (in which case Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by UKG) ("Workforce Telestaff IVR License Per Port") or on a per minute basis ("Workforce Telestaff IVR Service"). The applicable designation for Telestaff IVR will be indicated on the applicable Order Form.

1. Description. Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Customer may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the UKG Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."
2. Maintenance. Telestaff IVR maintenance will entitle Customer to Telestaff IVR phone support and software updates and shall commence upon the execution of the Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Customer's Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Customer wants maintenance for the Workforce Telestaff IVR License Per Port, Customer must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).
3. Implementation. To initiate and setup administration of the required communications, UKG will perform the standard implementation of Telestaff IVR, including configuration, as described in the Statement of Work ("SOW") signed by the Customer. Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.
4. Payment. UKG will invoice Customer for the Telestaff IVR implementation/configuration professional services fees set forth in the applicable SOW and Order Form, pursuant to the Agreement and on the payment terms set forth therein. UKG will invoice Customer as follows: (i) for the license fees and annual

maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the Workforce Telestaff IVR Service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.13 per minute, subject to Section 7 below. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

Unless otherwise indicated on the Order Form, Customer will pay invoices issued by UKG hereunder within thirty (30) days of receipt.

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

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

#### **Security of Your Personal Information**

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

6. Renewal and Termination. The initial term is twelve months commencing upon the execution of the Order Form. At the expiration of the initial term the term will expire unless agreed by Customer in writing or Customer pays the applicable renewal invoice. At any time: (i) Customer may terminate the Telestaff IVR service for convenience upon thirty (30) days prior written notice, and (ii) UKG may terminate the Telestaff IVR service for convenience upon one hundred and twenty (120) days prior written notice. UKG may increase the per minute rate upon renewal with sixty (60) days prior written notice for use based Telstaff IVR.

## Exhibit G:

### UKG Dimensions <sup>TM</sup> Addendum

This is an Addendum to the agreement between UKG and Customer governing the UKG Dimensions software as a service (SaaS) applications and other related offerings by UKG Kronos Systems, LLC, (the "Agreement") between The Metropolitan Government of Nashville and Davidson County ("Customer") and UKG. Capitalized terms not defined within the text of this Addendum are defined in Exhibit 5 hereto.

WHEREAS, Customer desires to use those UKG Applications, Equipment and services in accordance with the Contract and upon the supplemental terms and conditions herein, and UKG desires to assist Customer in doing so.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the Parties agree as follows:

This Addendum consists of the following exhibits, which are incorporated by reference, and which form an integral part of this Addendum:

Exhibit 1: General Terms and Conditions

Attachment 1-A: Service Level Agreement

Exhibit 2: UKG Dimensions Cloud Guidelines included herein

Exhibit 3: Acceptable Use Policy (AUP) included herein

Exhibit 4: AtomSphere Service and Boomi Software

Exhibit 5: Definitions

Exhibit 6: HRSD Addendum

# Exhibit 1: General Terms and Conditions

## Article 1. Order Forms

1.1 The following commercial terms may appear on an Order Form:

- a. The Application(s) included in the Service, and the other offerings being ordered by Customer
- b. Billing Start Date (i.e., the date the PEPM Fees begin to accrue)
- c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
- d. Renewal Term (i.e., the renewal billing term of the Service)
- e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
  - i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
  - ii. "Monthly in Arrears" (usually for Implementation Services) means payment is due on a monthly basis with the invoice being issued at the end of the month.
- f. Payment Terms (i.e., the amount of days in which Customer must pay a UKG invoice)
- g. Shipping Terms (i.e., FOB – Shipping Point, Prepay and Add)

1.2 The following Fees may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
- c. Equipment Purchase Fees
- d. Equipment Rental Fees

## Article 2. Billing

2.1 UKG will invoice the Service Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Customer will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Customer will send payment to the attention of UKG at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Agreement, Customer payments are non-refundable. Unless Customer has provided UKG with valid evidence of tax-exemption, Customer is responsible for all applicable Taxes related to the Service and

other items set forth on the Order Form. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 UKG will provide the Service to Customer during the entire Initial Term and each Renewal Term. Customer will pay for the Service for the entire Initial Term and each Renewal Term.

## Article 3. Additional Services

### Section 3.1 Implementation and Professional Services

3.1.1 While Customer may configure the Applications itself, as part of the Implementation Services as described in an SOW, UKG may also configure the Applications. UKG will configure the Applications based on Customer's instructions and direction. Customer is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.1.2 UKG may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in an SOW or Order Form.

3.1.3 The UKG policies set forth in Section 8.9(b) of the Agreement shall apply to all Implementation Services and Professional Services provided by UKG. In the event of a conflict between the Professional Services Policies and this Agreement, the terms of the Agreement shall prevail.

### Section 3.2 Educational Services

3.2.1 As part of the PEPM Fees UKG will provide its live, hands-on virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule. Training is intended for the following audiences:

- a. Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
- b. Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution.

3.2.2 As part of the PEPM Fees UKG shall also provide self-paced product training.

3.2.3 UKG also offers fee-based consulting services that are not included under the terms of the Educational Services referenced above.

## Article 4. Service Level Agreement

UKG offers the Service Level Agreement and associated SLA Credits as described in Attachment 1-A. The SLA Credits are Customer's sole and exclusive remedy in the event of any Outage. UKG remains obligated to provide the Service as otherwise described in this Agreement.

## Article 5. Data, Security and Privacy

### Section 5.1 Data

5.1.1 Customer owns Customer Data. Customer is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Customer is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 **“Aggregated Data”** is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by UKG in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service. UKG owns the Aggregated Data. Nothing in this Agreement will prohibit UKG from utilizing the Aggregated Data for any purposes, provided that UKG’s use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

### Section 5.2 Security and Privacy

5.2.1 UKG will maintain the Controls throughout the Term.

5.2.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.2.3 UKG employees will access Customer Data from the locations from which such employees work. Customer consents to UKG’s handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Customer will ensure that Customer Data may be provided to UKG for the purposes of providing the Service. Customer has obtained all necessary consents from individuals to enable UKG to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Customer will remain the “controller” of Customer Data and UKG will be considered a “processor” of Customer Data.

5.2.4 UKG will notify Customer in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action UKG is taking in response to the breach.

5.2.5 Consent to Use Sub-processors. Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are currently engaged by UKG to carry out processing activities on Customer Data on behalf of Customer can be found at: [www.ukg.com/ukg-dimensions/agreement/subprocessors](http://www.ukg.com/ukg-dimensions/agreement/subprocessors).

5.2.6 Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer’s prior written

consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under Applicable Laws.

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

5.2.8 Sub-processor Obligations. When engaging any sub-processor:

- a. UKG will enter into a written agreement with the sub-processor;
- b. UKG will endeavor to ensure that the sub-processor provides sufficient guarantees to implement appropriate technical and organizational measures to meet the requirements of applicable Data Protection Laws; and,
- c. UKG will remain responsible for the performance of the sub-processor's data protection obligations pursuant to such written agreement and the requirements of applicable Data Protection Laws.

## Article 6. Scope and Authority

6.1 Participating Entities may order the Service and other related offerings from UKG by signing an Order Form contemporaneously with this Agreement, or in the future by signing an Order Form specifically referencing this Agreement. Only the Parties entering into a particular Order Form will be responsible under this Agreement for the items on that Order Form.

6.2 The person signing this Agreement on behalf of UKG and on behalf of Customer represent that they are lawfully able to enter into contracts and are authorized to sign this Agreement and bind the entity on whose behalf they are entering into this Agreement. By signing an Order Form, each person signing such Order Form represents that they are lawfully able to enter into contracts and are authorized to sign the Order Form and bind the Participating Entity on whose behalf they are signing the Order Form.

6.3 Authorized Users may access the Service on Customer's behalf, and Customer will be responsible for all actions taken by its Authorized Users. Customer will make sure that Authorized Users comply with Customer's obligations under this Agreement. Unless UKG breaches its obligations under this Agreement, UKG is not responsible for unauthorized access to Customer's account, activities undertaken with Customer's login credentials, nor activities undertaken by Customer's Authorized Users. Customer should contact UKG immediately if Customer believes an unauthorized person is using Customer's account or that Customer's account information has been compromised.

## Article 7. Suspension

7.1 UKG may suspend the Service if any amount that Customer owes UKG is more than thirty (30) days overdue. UKG will provide Customer with at least seven (7) days prior written notice that the Customer's account is overdue before UKG suspends the Service. Upon payment in full of all overdue amounts, UKG will immediately restore the Service.

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7.2 To the extent permitted by applicable law, Customer is responsible for complying with the AUP. UKG and its third party cloud service provider reserve the right to review Customer's use of the Service and Customer Data for AUP compliance and enforcement. If UKG discovers an AUP violation, and UKG reasonably determines that UKG must take immediate action to prevent further harm, UKG may suspend Customer's use of the Service immediately without notice. UKG will contact Customer when UKG suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If UKG does not reasonably believe it needs to take immediate action, UKG will notify Customer of the AUP violation. Even if UKG doesn't notify Customer or suspend the Service, Customer remains responsible for any such AUP violation. UKG will restore the Service once the AUP violation is cured or as both Parties may agree.

## Article 8. Extent and Limitations of Liability

8.1 IN ADDITION TO THE LIMITATIONS SET FORTH IN THE LICENSE AGREEMENT, IN THE EVENT OF A BREACH OF THIS AGREEMENT ARISING FROM UKG'S NEGLIGENCE AND CAUSING A BREACH OF SECURITY OR UNAUTHORIZED DISCLOSURE, THE AGGREGATE LIABILITY OF UKG HEREUNDER FOR SUCH BREACH SHALL NOT EXCEED THE AMOUNT EQUAL TO TWO TIMES THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE PROGRAM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

8.3 NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY, ANY PROVISION OR PROVISIONS OF THIS SECTION WILL NOT APPLY TO THE EXTENT IT IS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, INCLUDING, INCLUDING APPELLATE REVIEW IF PURSUED, TO VIOLATE THE LAWS OR CONSTITUTION OF THE STATE OF TENNESSEE.

## Article 9. Changes

The information found in any Exhibit (or at any URL referenced in this Agreement) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by UKG.

## Article 10. Feedback

From time to time, Customer may provide Feedback. UKG has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Customer hereby grants UKG a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with UKG's business without any compensation to Customer or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Agreement limits UKG's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.



## Article 11. General

Each Party waives the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement and waives and “opts out” of the Uniform Computer Information Transactions Act (UCITA), or such other similar laws as may have been adopted.

## Exhibit 4: AtomSphere Service and Boomi Software

As part of the Service, Customer has the right to access and use the Boomi AtomSphere Service provided by Boomi, LP. ("Boomi") and a non-exclusive, non-transferable and non-sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Customer may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service. If the Agreement terminates, Customer's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

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

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

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

## Exhibit 5: Definitions

**“Acceptable Use Policy”** and **“AUP”** are interchangeable terms referring to the UKG policy describing prohibited uses of the Service as further described in Exhibit 3.

**“Applicable Law(s)”** means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party’s respective business.

**“Authorized User”** means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Customer uses to access the Service.

**“Application(s)”** means those UKG Dimensions software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

**“Boomi AtomSphere Service”** means the third-party service for the creation of integrations by Customer as further described in Exhibit 4, which the Customer and Customer’s Authorized Users have the right to access through the Service.

**“Boomi Software”** means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit 4.

**“Claim(s)”** means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.

**“Confidential Information”** is any non-public information relating to each of Customer’s and UKG’s businesses and those of UKG’s Technology suppliers that is disclosed pursuant to this Agreement and which reasonably should have been understood by the recipient of such information to be confidential because of (i) legends or other markings, (ii) the circumstances of the disclosure, or (iii) the nature of the information itself. Information will not be considered “Confidential Information” if the information was (i) in the public domain without any breach of this Agreement; (ii) disclosed to the Receiving Party on a non-confidential basis from a source which is 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; or (iii) released in writing from confidential treatment by Delivering Party; or (iv) required to be disclosed 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 Delivering Party.

**“Configuration(s)”** means the Customer specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

**“Controls”** means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by UKG to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

**“Customer Data”** means all content Customer, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

**“Customer Indemnified Party(ies)”** means Customer and Customer’s respective directors, officers, and employees.

**“Data Protection Law(s)”** means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party’s collection, use, processing, storage, or disclosure of Personally Identifiable Information.

**“Documentation”** means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

**“Educational Services”** means the services described in Section 3.2 (Educational Services), including but not limited to (i) UKG KnowledgeMap Learning Portal; (ii) UKG KnowledgeMap Live; and (iii) ala carte educational consulting services.

**“Feedback”** means suggestions, ideas, comments, know how, techniques or other information provided to UKG for enhancements or improvements, new features or functionality or other feedback with respect to the Service.

**“Fees”** means the charges to be paid by Customer for a particular item.

**“Implementation Services”** means those professional services provided by UKG to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

**“UKG KnowledgeMap™”** means the online educational portal providing access to learning resources.

**“UKG KnowledgeMap™ Live”** means the service providing instructor led training by user role on a rotating course schedule.

**“UKG Indemnified Party(ies)”** means UKG and its third-party Technology suppliers and each of their respective directors, officers, employees, agents and independent contractors.

**“Order Form”** means an order form mutually agreed upon by UKG and Customer setting forth, among other things, the items ordered by Customer and to be provided by UKG and the Fees to be paid by Customer.

**“Participating Entity(ies)”** means those UKG or Customer entities that (i) directly or indirectly control, are controlled by, or are under common control with UKG or Customer, respectively and (ii) sign an Order Form for the Service. “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, voting trust or otherwise.

**“Party(ies)”** means UKG or Customer, or both of them, as the context dictates.

**“PEPM”** means the per employee per month fee for a Customer’s Authorized Users access to the Service.

**“Personally Identifiable Information”** means information concerning individually identifiable employees of Customer that is protected against disclosure under Applicable Data Protection Law and that falls within an exception to the Tennessee Public Record Act.

**“Professional Services”** means the professional, consulting, or training services provided by UKG pursuant to an Order Form and which are not described in a Statement of Work.

**“Seasonal Licenses”** are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective upon Customer’s written approval or Customer’s payment of the applicable renewal invoice each year during the Term, subject to termination and non-renewal as provided in the Agreement.

**“Service”** means the UKG supply of the commercially available version of the UKG Dimensions SaaS Applications in UKG’s hosted environment and the services described in the Agreement related thereto.

**“Statement of Work”** and **“SOW”** are interchangeable terms referring to a written description of the Implementation Services.

**“Taxes”** means all applicable taxes relating to the goods and services provided by UKG hereunder, including all duties and country, federal, state, provincial or local taxes (including GST or VAT if applicable) but excluding taxes on UKG’s income or business privilege.

**“Technology”** means the intellectual property of UKG within the Service, including but not limited to the Applications.

**“Term”** means the Initial Term and any Renewal Terms.

**Exhibit E – MISA Terms and Conditions****SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in this Exhibit E, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metro Government Information in the hosted environment. All such safeguards shall be in accordance with industry-wide standard security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** INTENTIONALLY OMITTED
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Contract.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Contract or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
  - 5.1 Prior Approval.** Except as set forth in Section 5.2 of Exhibit G (UKG Dimensions Addendum) of the Contract, without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Contract, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by confidentiality obligations at least as strict as those set forth in this Contract. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government, unless where remote access is necessary in providing the services. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.3 Contractor Responsibility.** Except as set forth in Section 5.2 of Exhibit G of the Contract, prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, and (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Contract.

**Exhibit E – MISA Terms and Conditions**

Without limiting any other rights of Metro Government in this Contract, Contractor remains fully responsible and liable for the acts or omissions of its Agents in their performance of Contractor's obligations hereunder. In the event of an unauthorized disclosure or use of Metro Government Information by its Agent, Contractor shall provide assistance and reasonably cooperate with Metro Government to enable Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

**Exhibit E – MISA Terms and Conditions****SECTION A-2****Definitions**

Capitalized terms used in this Exhibit E shall have the meanings set forth in this Section A-2 . Capitalized terms not defined in this Exhibit A-2 will have the meanings set forth in the Agreement.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Information Breach” means any actual unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
4. “Effective Date” means the date first set forth on page 1 of the Contract.
5. “Metro Government Information” shall have the same meaning as “Content” and “Customer Data,” as applicable, as those terms are defined in the Contract.
6. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
7. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
8. “Term” will have the same meaning as in the Contract.



**Exhibit E – MISA Terms and Conditions****SECTION AST****Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents at the time of hire, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under the Contract if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of the Contract as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Metro Government Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Metro Government Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Metro Government Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and immediately after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Information. Contractor agrees to maintain such records for no less than one year after the record was created.
- 4 Agent Training.**
  - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:
    - 4.1.1** Appropriate identification and handling of Metro Government Information

**Exhibit E – MISA Terms and Conditions**

4.1.1.1 Awareness of confidentiality requirements contained in this Contract;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

**4.1.2** Education about the procedures for recognizing and reporting potential Information Breach;

**4.1.3** Education about password maintenance and security (including instructions not to share passwords);

**4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

**4.1.5** Education about workstation and portable device protection; and

**4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Metro Government Information.

**4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

**4.2** Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

**4.2.1** Instructions on how to identify Metro Government Information.

**4.2.2** Instructions not to discuss or disclose any Metro Government Information to others, including friends or family.

**4.2.3** Instructions not to take media or documents containing Metro Government Information home unless specifically authorized by Customer to do so.

**4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

**4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Customer to do so as part of the Agent's job.

**4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

**5 Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and the Contract, access, use or maintain applications or information stores which contain Metro Government Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**Exhibit E – MISA Terms and Conditions****SECTION BU****Information Backup, Contingency Planning and Risk Management****1 General.**

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Information to a system similar to the original system where the Metro Government Information are stored.
- 1.3** Contractor shall provide the functionality for Metro Government to supply copies of Metro Government Information in a format requested by Metro Government.
- 1.4** Contractor shall backup business critical information at a frequency determined by Contractor.

- 2 Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the geographic location of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.
- 3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
- 4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
- 5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.
- 6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own data of comparable sensitivity.

**Exhibit E – MISA Terms and Conditions****SECTION CSP****Cloud Service Providers****1 Certifications and Compliance.**

- 1.1. Contractor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 18 audit, or equivalent audit, on internal and external Contractor procedures and systems that access or contain Metro Government Information.
- 1.2. Contractor shall adhere to SOC 1/SSAE 18 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by Contractor) applicable to Contractor. Upon Metro's request, Contractor will provide Metro with a copy of the audit results set forth in Contractor's SOC 1/SSAE 18 audit report.
- 1.3. Metro shall have the right to terminate the Contract (together with any licenses and/or Statement(s) of Work hereunder) and receive a full refund for all monies prepaid thereunder in accordance with the terms of the Contract, the event that the Contractor fails to produce an acceptable SSAE-18/ SOC-1 Type II report.
- 1.4. The Contractor will ensure that its environment is compliant with the AICPA SSAE SOC 2 and ISO control standards as applicable. In addition, the Contractor must provide Metro with a comprehensive due diligence package it requires for its reporting requirements within 10 days of a request.
- 1.5. Contractor agrees to comply with all applicable privacy laws.

**2 Data Security.** Metro Government Information, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Government Information over the internet or a wireless network, and will not store any Metro Government Information on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry- standard encryption software approved by Metro.

**3 Use of Subcontractors.** The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro Government Information to include any or remote work. In the event that the Contractor has subcontracted the operational configuration and control of any Metro Government Information, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

**4 Location of Data.** The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. Upon request, the Contractor shall provide Metro Government with a list of the physical locations that may contain Metro Government Information within 20 days with updates on a quarterly basis in the form of a quarterly bridge letter.

**5 Personnel Access.** The Contractor will require all employees who will have access to Metro Government Information, the architecture that supports Metro Government Information, or any physical or logical devices/code to pass an appropriate background investigation.

**6 Asset Availability.**

- 6.1. The Contractor must inform Metro Government of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro Government of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro Government on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.

**7 Misuse of Metro Government Information. and Metadata.**

- 7.1. The Contractor shall not access, use, or disclose Metro Government Information unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro Government Information shall only be for purposes specified in this contract or task order. Contractor shall ensure that each of its employees and representatives, and any others (e.g., subcontractor

**Exhibit E – MISA Terms and Conditions**

employees) performing duties hereunder, shall, prior to obtaining access to any Metro Government Information, sign a contract or task order specific nondisclosure agreement.

- 7.2. The Contractor shall use Metro Government Information only as set forth in the Contract. A breach of the obligations or restrictions may subject the Contractor to any remedies available under the Contract.

**8 Data Breach and Incident Reporting.**

- 8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms, of which Metro Government will communicate with Contractor. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.
- 8.2. The Contractor will report initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed).
- 8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer's designee within 72 hours of the discovery of any data breach. The Contractor shall provide Metro Government with all reasonable information and cooperation necessary to enable compliance by the Contractor and/or Metro Government with data breach reporting and mitigation actions required by applicable law, regulation, and this contract.

- 9 **Facility Inspections.** The Contractor agrees to have an independent third party or other industry recognized firm, , conduct a security audit once a year. Upon request, the audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro Government within 20 days of the Contractor's receipt of the audit results.

**10 Law Enforcement**

- 10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro Government Information. This may include the entrant's name, role, purpose, account identification, entry and exit time.
- 10.2. If Metro Government Information is co-located with the non-Metro Government Information, the Contractor shall logically isolate Metro Government Information into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized personnel.

- 11 **Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet industry standards, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro Government are compatible with existing systems and architecture.

- 12 **Notification.** The Contractor shall, to the extent permitted by law, notify Metro Government promptly of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro Government Information. The Contractor shall cooperate with Metro Government to take all reasonable measures to protect Metro Government Information from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

- 13 **Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

**Exhibit E – MISA Terms and Conditions****SECTION DMH****Device and Storage Media Handling**

**1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Information on or portable device or media, Contractor shall employ the following safeguards:

- 1.1** Access to the device or media shall require a password or authentication;
- 1.2** The device or media shall be encrypted using Strong Encryption;
- 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Metro Government Information.
- 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.

**2 Media Disposal.**

**2.1** In the Contractor's cloud, Metro Government Information and customer data from other customers is logically separated but physical resources are shared. At contract termination Contractor will securely make available Metro Government Information if requested and delete Metro Government Information at logical level. Retirement of physical storage is not tied to contract termination of a single customer. Upon retirement of physical storage, Contractor or its suppliers will dispose of Metro Government Information when authorized by Metro Government. For the customer's production and non-production environments Contractor will follow NIST Special Publication 800-88 Revision 1 Guidelines for Media Sanitization published December 2014 or applicable follow-on standard for the technical description of clear, purge and destroy.

Contractor will delete Metro Government Information after Metro Government's rights to access the Service and retrieve Metro Government Information have ended. Contractor will delete Metro Government Information in a series of steps and in accordance with Contractor's standard business practices for destruction of Metro Government Information and system backups. Final deletion of Metro Government Information will be completed when the last backup that contained Metro Government Information is overwritten. Contractor will provide certification upon Metro Government request.

**2.2** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

**3 Media Re-Use.**

- 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
- 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

**Exhibit E – MISA Terms and Conditions****SECTION ENC****Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Metro Government Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Metro Government Information that is stored in a location which is accessible from Open Networks.
- 4** If Metro Government Information is to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** Metro Government Information inputted into the Services shall be secured using an industry standard and non-supported protocol, such as Transport Layer Security (TLS).
- 6** Contractor shall encrypt Metro Government Information using industry standard and non-supported technology, such as AES-256 encryption standard for data at rest.

**Exhibit E – MISA Terms and Conditions****SECTION IR****Incident Response**

- 1 Incident Reporting.** Contractor shall report any Information Breach of which it becomes aware, or failure of any technical or procedural controls, which to affects or Metro Government Information to Metro Government and according to the following timeline and procedure:
  - 1.1** Contractor shall promptly report to Metro Government any successful Information Breach (with or without actual harm to system or information) affecting Metro Government's Information within 72 hours of becoming aware of the incident. At a minimum, such report shall contain, to the extent available: (a) date and time when the Information Breach occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and € any mitigation steps taken by Contractor However, if Contractor is experiencing or has experienced an Information Breach or a successful Information Breach to systems that host or Store Metro Government Information or an Information Breach that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software affecting Metro Government Information, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 72 hours from Contractor's reasonable awareness of such security breach or incident.
- 2 Incident Response.**
  - 2.1** Contractor shall have a documented procedure for promptly responding to an Information Breach and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.
  - 2.2** Contractor shall designate a contact person or group for Metro Government to contact in the event of an Information Breach. This contact person or group should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Breach.



**Exhibit E – MISA Terms and Conditions****SECTION LOG****Audit Logs**

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 Audit Log Availability.**
  - 5.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
  - 5.2** If for technical reasons or due to an Information Breach, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
  - 5.3** Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
  - 5.4** Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
  - 5.5** Contractor shall agree to make all Audit Logs available in an agreed upon format.

**Exhibit E – MISA Terms and Conditions****SECTION PAT****Patch Creation and Certification**

- 1 Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.
- 6 SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

**Exhibit E – MISA Terms and Conditions****SECTION PES****Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Metro Government Information is stored. Such security measures must include, at a minimum:

- 1 **Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Metro Government Information, and restoring Metro Government Information if needed, in the case of an emergency or crisis.
- 2 **Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Metro Government Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 **Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Metro Government Information.
- 4 **Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Metro Government Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 **Physical Safeguards.** Contractor shall use best commercially reasonable efforts to prevent theft or damage to Contractor systems or storage media containing Metro Government Information. Such efforts shall include, but are not limited to:
  - 5.1 Protecting systems or devices that contain un-encrypted Metro Government Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2 Not storing Un-encrypted Metro Government Information in "multi-party" shared physical environments with other entities.
  - 5.3 Not transporting or shipping un-encrypted media which stores Metro Government Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive- punching (e.g., breaking the hard drive platters).
  - 5.4 In the event Products generate, store, transmit or process Metro Government Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

**Exhibit E – MISA Terms and Conditions****SECTION SOFT****Software / System Capability****1 Supported Product.**

- 1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become "end of life" for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.
- 1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, and shall disclose such software to Metro Government prior to its acquisition of the Product.
- 1.3 Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport.

**2 Software Capabilities Requirements.**

- 2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.
- 2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 2.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 2.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.
- 2.10 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

- 3 **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

**Exhibit E – MISA Terms and Conditions****SECTION VMGT****Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

**2 System Hardening.**

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

**Exhibit E – MISA Terms and Conditions****3 Authentication.**

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Metro Government Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Metro Government Information on Contractor Managed System.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Metro Government Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

**4 Automatic Log off.** Contractor shall configure systems which store Metro Government Information to automatically logoff user sessions at the most after 20 minutes of inactivity.**5 User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.**6 Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Information to other Contractor Metro Governments, including an Affiliates of Metro Government.**7 Account Termination.** Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.**8 System / Information Access.**

- 8.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

**9 System Maintenance.**

- 9.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 9.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

## Affidavits

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws which govern the contracting organization's business.

**Taxes and Licensure:** Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

**Nondiscrimination:** Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

**Employment Requirement:** Affiant affirms that Contractor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

**Covenant of Nondiscrimination:** Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall entitle Metropolitan Government to terminate the contract pursuant to its terms. M.C.L. 4.46.070

**Contingent Fees:** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

**Iran Divestment Act Affidavit:** By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated§ 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

**Sexual Harassment:** Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided on an annual basis or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms Contractor understands that failure to remain in compliance with applicable laws will be considered a material breach of the Agreement and shall enable the Metropolitan Government to terminate the Contract, without penalty, in accordance with its terms.

**And Further Affiant Sayeth Not:**

Organization Name: UKG Kronos Systems LLC

Organization Officer Signature: *Erica Bukowski*

Name of Organization Officer: Erica Bukowski

Title: Sr. Order Processing Analyst



**UKG HRSD ADDENDUM  
TO THE UKG DIMENSIONS ADDENDUM (EXHIBIT G)**

This UKG HRSD Addendum (the “**Addendum**”) governs the provision of the UKG HRSD software as a service offerings by UKG Kronos Systems, LLC (“**UKG**”) to Customer (“**Customer**”) and is made part of Exhibit G.

The parties hereby agree that the following terms, including those set forth in Exhibit 1, which are attached to and incorporated within this Addendum, supplement Exhibit G with respect to the UKG HRSD software as a service offering which includes the HRSD Application detailed on the Order Form, hosting, support, and training (the “**HRSD Services**”). Except as provided in this Addendum, the HRSD Application is considered an “**Application**” under Exhibit G and is part of the “**Service**” (as those terms are defined in Exhibit G). In the event of any conflict between the terms and conditions of this Addendum and those of Exhibit G, this Addendum will govern with respect to the HRSD Services. Notwithstanding anything to the contrary in Exhibit G, the following shall apply to the HRSD Services:

**1. Technology.**

Notwithstanding the terms of Exhibit G, the monthly subscription amount (number of Users multiplied by the applicable Subscription Fee) identified on the Order Form, may increase or decrease if the number of Users increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity above.

UKG may utilize a script, program, sequence of instructions or functional equivalent to determine an accurate number of Users as set forth in Customer’s employee directory as of the first day of each month. The results of, and information obtained from, the electronic analysis shall be subject to the Confidential Information section outlined in Exhibit G. For the purposes of determining the number of Users per month, “**Users**” shall be defined as the number of persons with a unique identification in Customer’s human resource system and/or directory.

To reconcile for actual User counts, promptly following the end of each quarter term starting from the Billing Start Date, UKG will invoice Customer for the actual number of Users in each month of the previous quarter term that exceeded the Minimum Quantity.

**2. Implementation Services**

The Implementation Services referred as the Launch on the Order Form shall be provided to Customer for only the services as set forth in the Launch Overview, used as the SOW as defined in Exhibit G. Launch Services outside of the scope of the Launch Overview shall be quoted to Customer and agreed upon by the Parties in writing.

**3. Amendment to Exhibit G**

For the purposes of the HRSD Services only, the parties agree that the following terms amend Exhibit G as provided herein.

**A. Service Level Agreement.**

The Service Level Agreement set forth in Exhibit 1 of this Addendum applies and replaces Attachment 1-A of Exhibit G.

- B. Support Services:** The Success Plan is replaced in its entirety by the following support services: UKG shall maintain a customer support center capable of receiving telephone, email or online support portal reports of software irregularities ("Support Services"). Customer may report Services or operator problems and seek assistance in the use of the products. UKG will maintain a product-trained and knowledgeable staff capable of rendering the support HRSD Services. UKG will use all reasonable diligence to correct verifiable and reproducible errors when reported to the support center. Performance of support services or other services is contingent upon all undisputed payments due to UKG pursuant to the Agreement or any other agreement between the parties, being paid in a timely manner.

**C. Subprocessors and Protection of Data**

- i. Sub-processors.** The following Sub-Processors terms shall be added for the purposes of the Exhibit G. Notwithstanding anything to the contrary in Exhibit G, although UKG remains responsible for the confidentiality obligations as set forth in Exhibit G and for the acts of any service provider and/or sub-processor UKG retains in this regard, UKG reserves the right to have Confidential Information and/or Customer Data accessed by UKG's service providers, sub-processors, and/or employees, some of whom may be outside the United States or Canada, for the sole purpose of performing or upgrading services for the Customer, subject to the confidentiality provisions of Exhibit G.

Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under Exhibit G. The list of sub-processors that are currently engaged by UKG to carry out processing activities on Customer Data on behalf of Customer will be made available to Customer prior to the execution of this Addendum and any updates shall be made available to Customer in advance and additionally upon Customer's written request.

Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under applicable law.

At least ten (10) days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable list and provide Customer with that update. Customer may object, on reasonable data protection grounds, to any such new sub-processor by providing notice of such objection to UKG within sixty (60) days of Customer's receipt of notification of the addition of the new sub-processor by UKG. In the event UKG, in its reasonable discretion, is unable to forego the utilization of any such objected to new sub-processor for the processing of Customer Data or is otherwise unable to reasonably correct or remedy 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 sub-processor.

When engaging any sub-processor UKG will enter into a written agreement with the sub-processor and such written agreement with the sub-processor will require the sub-processor to (i) have appropriate technical and organizational measures to meet the requirements of applicable data protection laws, (ii) be bound to confidentiality obligations at least as restrictive as those contained in this section of the Agreement, and (iii) UKG will remain responsible for the performance of the sub-processor's processing of Customer Data and compliance with applicable data protection laws.

- ii. "Controls" means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by UKG to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality (SOC 2).

#### **D. Other Terms**

Attachment 1-A (Service Level Agreement), Exhibit 2 (UKG Dimension Cloud Guidelines), Section 8.7.3 of the main body of Exhibit G (UKG Dimensions Support Services) and Exhibit 4 of Exhibit G (Atomsphere Service and Boomi Software) are not applicable to the HRSD Services. In addition, the parties acknowledge and agree that if the parties have Data Processing Addendum, it is applicable to the UKG Dimension Services only. The parties should enter into a specific Data Processing Addendum or amend the existing one to cover the scope of the services ordered herein.

- 4. This Addendum and Exhibit, attached hereto are incorporated in Exhibit G, together with the associated HRSD Order Form represents the entire understanding of the parties with respect to its subject matter, and for the purposes of the HRSD Services only supersedes and extinguishes all prior oral or written communications between the parties about its subject matter.

**Exhibit 1****HRSD Service Level Agreement**

1. Definitions. In this Attachment, the term 'available' (or 'availability') means the Software as-a-Software (SaaS) is accessible to Customer and its Users in a production environment.

2. Calculation base - Availability Requirement.

(a) UKG will achieve a **99.5%** availability rate for the SaaS ("Availability Rate"), calculated on a calendar-month basis as follows:

$$\frac{(\text{Total} - \text{Unavailability Time} - \text{Planned Maintenance})}{\text{Total} - \text{Planned Maintenance}} \times 100$$

Total – Planned Maintenance

(b) Definitions:

(i) 'Total' means the number of total minutes in the month.

(ii) 'Unavailability Time' means the number of total minutes that the platform is unavailable in the month.

(iii) 'Planned Maintenance' (or 'PM') means the number of total minutes of planned maintenance and other scheduled system activities in the month, as set forth in Article 3.(a)(i) below.

3. Unavailability Time.

(a) The unavailability time ('Unavailability Time') of the SaaS is calculated by excluding from the total time the platform was unavailable for the following:

(i) the necessary time for PM and regular upgrades to the SaaS and its platforms, and for installing security patches (all of the foregoing, collectively, comprise the PM as defined in Article 2.(b)(iii) above), which may not exceed 120 minutes per calendar month. The PM will be performed by UKG as and when necessary. If these activities will impact the availability of the SaaS, UKG will make reasonable efforts to give Customer advance notice (which notice may be given via e-mail) at least 3 business days before such activities.

(ii) any other circumstance beyond UKG's control, including but not limited to Internet problems, network congestion and internet service provider's malfunctions caused by Customer's systems.

(iii) a function of the SaaS is unavailable or impaired, but this does not prevent the operation/use of the SaaS' major functions.

(b) As an exception to the provisions of Article 3(a)(i) above, in the event of any kind of security threat, UKG may deploy any new version of the SaaS and platforms without providing advance notice to Customer; however, UKG shall inform Customer as soon as possible with reasonable details about the security threat and deployed fixes.

4. Versions.

(a) As and when necessary, UKG will ensure the upward compatibility of the different SaaS versions (major or minor) with Customer's information system. Each new version will be subject to an acceptance test by UKG; after performing the tests, if normal operations are achieved and the non-regression testing is successful, then the version will be released.

(b) In addition, UKG will inform Customer's contact (as authorized in advance by Customer) in writing (which writing may be an e-mail) of the availability of the new SaaS versions and the implementation deadline in the event of specific constraints (e.g., legal), and will provide Customer with the related Documentation for the new version.

5. Availability Credits. At any point in time, Customer will have direct access to a self-service portal showing current and historic system Availability Rate. If Customer reasonably disputes any data or calculations on that report, then the parties will discuss in good faith to resolve.

(a) If UKG does not meet the Availability Rate for the SaaS during a calendar month, then Customer shall notify UKG in writing (which writing may be an e-mail) within 30 days from the end of the calendar month for which the Availability Rate was not met and UKG will promptly issue to Customer a credit ("Availability Credit") calculated as follows: 1% of the total subscription fee for the SaaS paid and payable by Customer for the current month (i.e. the yearly subscription fee divided by 12) for each 0.1% below the Availability Rate.

(b) Any credit issued to Customer for any given month under this Section 5 may not exceed 10% of the total subscription fee paid and payable by Customer for the SaaS for that month. If Customer does not notify UKG within 30 days from the end of the month during which events giving rise to credit occurred, then Customer will be deemed to have waived its right to a credit for the month in question.

6. Chronic Failures. If the Availability Rate is lower than **99%** (i) over 3 consecutive months, or (ii) over 4 months in any rolling 12-month period, then Customer may terminate the Agreement for cause and without penalty effective 30 days after sending written notice to UKG, in addition to receiving any credits stated hereunder. Upon termination of the Agreement in accordance with this Section 6, UKG will refund Customer any prepaid but unused recurring subscription fees.

## Exhibit H

### END USER LICENSE AGREEMENT JBOSS® ENTERPRISE MIDDLEWARE

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PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement (“**EULA**”) governs the use of the JBoss Enterprise Middleware and any related updates, source code, appearance, structure and organization (the “**Programs**”), regardless of the delivery mechanism.

**1. License Grant.** Subject to the following terms, Red Hat, Inc. (“**Red Hat**”) grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components) pursuant to the GNU Lesser General Public License v. 2.1. With the exception of certain image files identified in Section 2 below, each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component.

**2. Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The “JBoss” trademark, “Red Hat” trademark, the individual Program trademarks, and the “Shadowman” logo are registered trademarks of Red Hat and its affiliates in the U.S. and other countries. This EULA does not permit you to distribute the Programs using Red Hat's trademarks, regardless of whether they have been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution or (b) you remove and replaced all occurrences of Red Hat trademarks and logos. Modifications to the software may corrupt the Programs. You should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Programs.

**3. Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, **to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed “as is” without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.** Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the

accompanying documentation, or comply with regulatory requirements. **This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.**

**4. Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. **To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.**

**5. Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

## Exhibit I

**5.1 Workforce Central Policies****A. Policies – On Premise**

For each installation, Customers must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <https://community.kronos.com/s/article/How-To-Find-Support-Information-for-your-Kronos-Product>. Please note: you must be logged into the UKG Community to access this link.

**UKG Workforce Central suite**

UKG will provide service releases for a minimum of five years after a major service release, unless foundational underlying third-party technologies are deprecated. In either scenario, UKG will provide notice of the date of termination of engineering for Workforce Central released versions with advanced notice for our customers; typically eighteen months or more prior to the end of engineering date.

For UKG Workforce Payroll products, when service releases reach end of engineering, UKG will end quarterly legislative updates concurrent with the last calendar quarter preceding the end of engineering support date unless the date falls on the last day of a calendar quarter in which case the last legislative update will be provided for that quarter.

UKG Workforce Analytics (WFAN) — supported components include:

All procedures and Database Objects associated with the UKG Workforce Analytics databases. All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

**UKG TeleStaff and Workforce Planner**

UKG only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

**UKG iSeries Central suite**

UKG only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

**UKG Virtual Roster**

UKG only provides service packs for the current major release. Resolution of an issue may require that you upgrade to the current release of the Software.

**Timekeeper Central**

UKG only provides "defect repairs" for the current release of the Software.

UKG defines Version, Release, and Service Release as follows:

**Version:** A software product upgrade that includes major new features or functionality.

**Release:** A software product upgrade that includes minor new features or functionality.

**Service Release:** One or more defect repairs bundled into a single update. Service releases are cumulative - Service Release N will, at minimum, include all of the changes delivered in Service Release N-1.

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*The software product hierarchy is: Version . Release . Service Release*

**(i) Updates**

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite) are required to purchase the licenses to the new version at the applicable license fees.

**(ii) Support Exclusions**

Support service does not include service to the Software resulting from, or associated with:

Additional On Premise deployment exclusions:

1. Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with UKG's specifications; or
2. Customer's repair, attempted repair or modification of the Software without prior authorization from UKG; or
3. Customer's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG; or
4. Customer's end user computer or operating system malfunctions; or
5. Services required for application programs and/or conversions from products or software not supplied by UKG; or
6. Reprogramming, including reconfiguration of the Software or the rebuilding of Customer's database.
7. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
8. Customer's failure to continually provide a suitable installation environment as specified in UKG's specifications.

**In addition to the Support exclusions above the following Services are NOT covered by your UKG Support Service Agreement and are subject to the applicable UKG Service rates.**

Additional On Premise deployment exclusions:

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
  1. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
  2. Custom Reports
  3. Custom Application extensions

6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
  1. Adding a Workstation
  2. Moving the Application
8. Custom Reports or Custom Application Extensions
9. Implementation or configuration services related to upgrading product such as, but not limited to,
  1. Software implementation
  2. Porting custom software (i.e., reports)
  3. Change management
  4. Training
  5. New functionality deployment
  6. Application interfaces
10. Service to UKG custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
11. Importing new data i.e. from acquisitions or purchasing of another company.
12. Installing or reinstalling Applications such as, but not limited to,
  1. Reinstalling following a Hard Drive Crash
  2. Service Release
13. Database Administration Maintenance or Services such as, but not limited to,
  1. Database scripts
  2. Writing or customizing database scripts for data reporting and/or retrieval
  3. Performance Tuning
  4. Sizing
  5. Disaster Recovery
  6. Database backup strategy and/or setup
14. Establishing a Non-Production Environment such as, but not limited to,
  1. Test environments, i.e., application servers, database servers
  2. K-Demo
15. Troubleshooting Environmental Issues such as, but not limited to,
  1. Operating System
  2. Network Issues
  3. Firewalls
  4. Servers
  5. Workstations
  6. Single Sign On
16. Load balancing configuration
17. Virtual server configuration

(iii)      **Support Discontinuance — End of Service Life**

UKG may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant Agreement, whichever is longer. Applicable credits will be left on the account to be applied against any future invoices.

(iv)      **Reinstatement of Support Services**

In the event that Customer allows Software or Equipment support services to lapse or if Customer did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Customer must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

(v)      **Service Coverage Period**

Local\* business hours, Monday through Friday, excluding UKG holidays, with access to UKG's technical support staff — **Gold or Gold Plus Support**. \*Please check with your Support Center for the specific business hours of coverage at your location.

**Support Services groups:**

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	8:00 a.m. - 8:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

**24 hours a day**, seven days a week, 365 days a year, with access to UKG's technical support staff — **Platinum or Platinum Plus Support**

Virtual Roster is currently only offered with Gold Support and relevant time zone for US, Australia and Macau in China.

(vi) **Priority Based Support**

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. UKG Global Support has set up the following guidelines to assess the priority of each service request:

**High Priority:** A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling
- Cloud outage

No workaround is available.

**Medium Priority:** A serious customer issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

**Low Priority:** Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?
- How often should database maintenance be executed?

A workaround is available on the UKG Kronos Community.

(vii) **Response Time**

Response time shall mean from the time the case priority is set by UKG's Support Center until a UKG support representative contacts the Customer to begin service. UKG utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

PRIORITY	GOLD	PLATINUM
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the customer and UKG.

e.g., If a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, UKG would respond before 8:55 a.m., local time, the next business day (Monday - Friday for Gold Support customers).

(viii) Critical Outages

UKG Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the UKG Global Support engineer during this period. Support outside the scope of the services agreement is billable.*

Virtual Roster is currently offered with resolution effort support during the business local times for US, Australia and Macau in China.

(ix) Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

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

(x) **Management Escalation**

Customers may, at any time, ask to speak to a UKG manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG Global Support manager, please telephone your UKG Support Services center and ask to speak to a manager. Phone numbers are listed on the UKG Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

B. **Software Services – On Premise**

UKG provides different levels of support offerings through our Platinum *Plus*, Platinum, Gold *Plus*, and Gold support services.

(i) **Platinum Plus Support Service**

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of UKG products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available 24 *hours per day*, 7 days per week. Platinum Plus customers can designate 5 *named contacts*, and also enjoy one on-site visit per year.

(ii) **Platinum Support Service**

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to UKG Global Support
- Access to Senior Support Engineers
- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

(iii) **Gold Plus Support Service**

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of UKG products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from 8:00 a.m.-8:00 p.m., local time, Monday-Friday. Gold Plus customers can designate 2 *named contacts*.

(iv) **Gold Support Service**

Gold Support offers a very well-rounded support program. Included is free access to UKG Global Support from 8:00 a.m. to 8:00 p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

**Search** (Available to all Support Agreement customers through the UKG Kronos Community)

The Global Search in UKG Kronos Community searches for the following data types and the Topics area provides Basic and Advanced searching by product.

- Knowledgebase
- Documentation (Manuals and User Guides)
- Service releases
- Groups
- Cases
- Technical Advisories

\*Access to data sources is limited by type of support service.

**Technical Advisories**

UKG Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the UKG Kronos Community. *Please sign up for Alert Groups in the UKG Kronos Community to get notified of the release of new technical advisories and other important production information.*

**HR and Payroll Resource Library**

The HR and Payroll Resource Library enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

**Service Releases**

UKG Support Services entitles all customers who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, from the UKG Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service releases) or legislative updates are posted on the UKG Kronos Community for you to download and install. *Please sign up for Alert Groups on the UKG Kronos Community to get notified of the release of new service releases.*

**KnowledgeBase**

Accessed by our customers thousands of times per month, this online database of articles in the UKG Kronos Community currently contains thousands of answers to questions about UKG products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledgebase is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledgebase.

**Case management**

For your convenience, we give you direct access to our electronic case management system in the UKG Kronos Community. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the business hours of your UKG support center, excluding UKG holidays. Should you require assistance outside the described hours, please telephone your UKG support center.

**Documentation**

Online access to documentation in the UKG Kronos Community is available for most of Kronos' products, for example:

- Installation guides
- Configuration guides
- Database administrators guides
- User guides
- System administrators guides
- Database views reference guides.

**Groups**

Groups in the UKG Kronos Community provide a unique opportunity to connect with other UKG customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their UKG applications.

**Remote Support**

A web-based screen-sharing application that enables UKG to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

(v) **Per-event Software Service**

On premise Customers seeking support outside their service coverage period or Services that are not covered by your Support service or Customers without a Support Agreement on Active Product will be charged at the current UKG hourly rate.

DAY AND TIME (LOCAL TIME)	MINIMUM HOURS
Monday-Friday 8:00 a.m.-5:00 p.m.	2
Monday-Thursday 5:01 p.m.-7:59 a.m.	4



DAY AND TIME (LOCAL TIME)	MINIMUM HOURS
Friday-Monday 5:01 p.m.-7:59 a.m.	8

Conditions:

- 1. Time billed is minimum billable hours and then one hour increments.
- 2. The 8:00 a.m.- 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.
- 3. The response time for customers without a support agreement is within two business days.
- 4. Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
- 5. Per-event rates are not discountable.

C. Policies - UKG Workforce Central SaaS

(i) UKG Workforce Central Suite SaaS Applications

UKG will provide service releases for a minimum of five years after a major service release, unless foundational underlying third-party technologies are deprecated. In either scenario, UKG will provide notice of the date of termination of engineering for UKG Workforce Central released versions with advanced notice for our customers; typically eighteen months or more prior to the end of engineering date.

For UKG Workforce Payroll products, when service releases reach end of engineering, UKG will end quarterly legislative updates concurrent with the last calendar quarter preceding the end of engineering support date unless the date falls on the last day of a calendar quarter in which case the last legislative update will be provided for that quarter.

UKG Workforce Analytics (WFAN) — supported components include:

All procedures and Database Objects associated with the UKG Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the UKG Workforce Analytics databases.

**Version:** A SaaS Application upgrade that includes major new features or functionality.

**Release:** A SaaS Application product upgrade that includes minor new features or functionality.

**Service Release:** One or more defect repairs bundled into a single update. Service releases are cumulative - Service Release N will, at minimum, include all of the changes delivered in Service Release N-1.

*The SaaS Application product hierarchy is: Version . Release . Service Release*

**(ii) Updates**

Customers electing to undergo a major platform upgrade (i.e. from UKG Workforce Central SaaS to UKG Ready) are required to contract for the new Services at the applicable Application fees.

**(iii) Support Exclusions**

Support service does not include service to the Applications resulting from, or associated with:

1. Customer's failure to use the Applications in accordance with UKG's specifications;
2. Customer's use of the Applications for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;
3. Customer's end user computer or operating system malfunctions;
4. Services required for programs and/or conversions from products or software not supplied by UKG;
5. Reprogramming, including reconfiguration of the Applications, or Configuration Changes such as, but not limited to, Work Rules, Pay Rules, Pay Period Changes Accrual Rules, Profiles, Dashboards and Fields;
6. Creating New Schedules;
7. Terminal Programming and Cold Start
8. Creating, modifying, or implementing the following:
  1. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
  2. Custom Reports and Custom Application extensions;
9. Editing Process Manager templates and creating new templates;
10. Installing or reinstalling Applications on customer workstations;
11. New product implementation and configuration;
12. Training.

**(iv) Service Coverage Period**

**UKG will provide support 24 hours a day**, seven days a week, 365 days a year for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems.

UKG will provide support for application related issues during local business hours, Monday through Friday, excluding UKG holidays, with access to UKG's technical support staff and senior support engineers and continuous effort on critical issues as defined in the Critical Outages section below.

Support Services groups:

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	9:00 a.m. - 6:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

(v) Priority Based Support

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. UKG Global Support has set up the following guidelines to assess the priority of each service request:

**High Priority:** A critical customer issue with no available workaround where the Applications cannot be accessed experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- Cloud outage
- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling

**Medium Priority:** A serious customer issue which impacts ability to utilize the Applications effectively such as:

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

A workaround is available.

**Low Priority:** Non-critical problem generally Use and Usability issues and or "how to" questions such as:

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

A workaround is available on the UKG Kronos Community.

(vi)      **Response Time**

Response time shall mean from the time the case priority is set by UKG's Support Center until a UKG support representative contacts the Customer to begin service. UKG utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

PRIORITY	WFC SAAS
High	1 hour
Medium	4 hours
Low	8 hours

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the Customer and UKG.

(vii)     **Critical Outages**

UKG Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. *On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the UKG Global Support engineer during this period. Support outside the scope of the services agreement is billable.*

(viii)    **Technical Escalation**

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

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

**(ix) Management Escalation**

Customers may, at any time, ask to speak to a UKG manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG Global Support manager, please telephone your UKG Support Services center and ask to speak to a manager. Phone numbers are listed on the UKG Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

**(x) Technical Account Manager (TAM) Support Service**

Additional annual fees apply. The TAM is a seasoned service professional that will draw upon a vast knowledge of UKG products and services to provide you with proactive, consultative expertise. If selected a TAM is available *24 hours per day, 7 days per week*. TAM customers can designate *5 named contacts*.

**(xi) Search**

The Global Search on UKG Kronos Community searches for the following data types\* and the Topics area provides Basic and Advanced searching by product.

- Knowledge base
- Documentation (Manuals and User Guides)
- Service releases
- Groups
- Cases
- Technical Advisories

**(xii) Technical Advisories**

UKG Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the UKG Kronos Community. *Please sign up for Alert Groups in the UKG Kronos Community to get notified of the release of new technical advisories and other important product information.*

**(xiii) HR and Payroll Resource Library**

HR and Payroll Resource Library enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

**(xiv) Service Releases**

UKG Workforce Central SaaS entitles customers to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, from the UKG Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the UKG Workforce Payroll™ module. For many products, the latest support releases (service releases) or legislative updates are posted on the UKG Kronos Community. *Please sign up for Alert Groups on the UKG Kronos Community to get notified of the release of new service releases.*

(xv) **Knowledgebase**

Accessed by our customers thousands of times per month, this online database of articles in the UKG Kronos Community currently contains thousands of answers to questions about UKG products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

(xvi) **Case management**

For your convenience, we give you direct access to our electronic case management system in the UKG Kronos Community. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the business hours of your UKG support center, excluding UKG holidays. Should you require assistance outside the described hours, please telephone your UKG support center.

(xvii) **Documentation**

Online access to documentation in the UKG Kronos Community is available for most of UKG's products, for example:

- Configuration guides
- User guides
- System administrators guides

(xviii) **Groups**

Groups in the UKG Kronos Community provide a unique opportunity to connect with other UKG customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their UKG applications.

(xix) **Remote Support**

A web-based screen-sharing application that enables UKG to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

**(xx) Service Coverage Period**

**UKG will provide support 24 hours a day**, seven days a week, 365 days a year for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems.

UKG will provide support for application related issues during local business hours, Monday through Friday, excluding UKG holidays, with access to UKG's technical support staff and senior support engineers and continuous effort on critical issues as defined in the Critical Outages section below.

**D. Software Services – Cloud Hosting****Product Coverage**

For each installation, Customers must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <https://community.kronos.com/s/article/How-To-Find-Support-Information-for-your-Kronos-Product>. **Please note: you must be logged into the UKG Kronos Community to access this link.**

**Workforce Central suite**

UKG will provide service releases for a minimum of five years after a major service release, unless foundational underlying third-party technologies are deprecated. In either scenario, UKG will provide notice of the date of termination of engineering for Workforce Central released versions with advanced notice for our customers; typically eighteen months or more prior to the end of engineering date.

For UKG Workforce Payroll products, when service releases reach end of engineering, UKG will end quarterly legislative updates concurrent with the last calendar quarter preceding the end of engineering support date unless the date falls on the last day of a calendar quarter in which case the last legislative update will be provided for that quarter.

Workforce Analytics (WFAN) — supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

UKG defines Version, Release, and Service Release as follows:

**Version:** A software product upgrade that includes major new features or functionality.

**Release:** A software product upgrade that includes minor new features or functionality.

**Service Release:** One or more defect repairs bundled into a single update. Service releases are cumulative - Service Release N will, at minimum, include all of the changes delivered in Service Release N-1.

*The software product hierarchy is: Version . Release . Service Release*

## Updates

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite) are required to purchase the licenses to the new version at the applicable license fees.

## Support Exclusions

Support service does not include service to the Software resulting from, or associated with:

1. Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with UKG's specifications;
2. Customer's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;
3. Customer's end user computer or operating system malfunctions;
4. Services required for application programs and/or conversions from products or software not supplied by UKG;
5. Reprogramming, including reconfiguration of the Software, and Configuration Changes and New Configuration such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Pay Period Changes, Profiles, Dashboards and Fields;
6. Creating New Schedules;
7. Terminal Programming and Terminal Cold Start;
8. Creating, modifying, implementing, training or troubleshooting the following
  1. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
  2. Custom Reports and Custom Application extensions;
9. Editing Process Manager templates and creating new templates;
10. Installing or reinstalling Applications on customer workstations;
11. New product implementation and configuration;
12. Training

### (i) **Support Discontinuance — End of Service Life**

UKG may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant Agreement, whichever is longer. Applicable credits will be left on the account to be applied against any future invoices.

### (ii) **Reinstatement of Support Services**

Cloud Hosted customers must maintain the Software under an active maintenance plan with UKG through the Hosting term. In the event that Customer allows Software or Equipment support services to lapse, Customer must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual



support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

(iii)      **Service Coverage Period**

UKG will provide 24x7 support for the cloud infrastructure and the availability to the cloud environment.

For all other issues support is provided in accordance with the purchased software and equipment support level. Local\* business hours, Monday through Friday, excluding UKG holidays, with access to Kronos's technical support staff — **Gold or Gold Plus Support**. \*Please check with your Support Center for the specific business hours of coverage at your location.

(iv)      **Support Services groups:**

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	8:00 a.m. - 8:00 p.m. local time
India	9:30 a.m. - 6:30 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

**24 hours a day**, seven days a week, 365 days a year, with access to UKG's technical support staff — **Platinum or Platinum Plus Support**

(v)      **Priority Based Support**

UKG provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. UKG Global Support has set up the following guidelines to assess the priority of each service request:

**High Priority:** A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals

- Unable to access a critical application function such as scheduling
- Cloud outage

No workaround is available.

**Medium Priority:** A serious customer issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

**Low Priority:** Non-critical problem generally Use and Usability issues and or "how to" questions such as:

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

A workaround is available on the UKG Kronos Community.

(vi)      **Response Time**

Response time shall mean from the time the case priority is set by UKG's Support Center until a UKG support representative contacts the Customer to begin service. UKG utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

PRIORITY	GOLD	PLATINUM
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the Customer and UKG.

e.g., If a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, UKG would respond before 8:55 a.m., local time, the next business day (Monday - Friday for Gold Support customers).

(vii) **Critical Outages**

UKG Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after-hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the UKG Global Support engineer during this period. Support outside the scope of the services agreement is billable.*

(viii) **Technical Escalation**

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

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

(ix) **Management Escalation**

Customers may, at any time, ask to speak to a UKG manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a UKG Global Support manager, please telephone your UKG Support Services center and ask to speak to a manager. Phone numbers are listed on the UKG Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

(x) **Software Support Services and Features**

UKG provides different levels of support offerings through our Platinum *Plus*, Platinum, Gold *Plus*, and Gold support services.

(xi) **Platinum Plus Support Service**

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of UKG products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available 24 *hours per day*, 7 days per week. Platinum Plus customers can designate 5 *named contacts*, and also enjoy one on-site visit per year.

(xii) **Platinum Support Service**

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to UKG Global Support

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- Access to Senior Support Engineers
- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

(xiii) **Gold Plus Support Service**

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of UKG products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from 8:00 a.m.-8:00 p.m., local time, Monday-Friday. Gold Plus customers can designate 2 *named contacts*.

(xiv) **Gold Support Service**

Gold Support offers a very well-rounded support program. Included is free access to UKG Global Support from 8:00 a.m. to 8:00 p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

**Search**

(Available to all Support Agreement customers through the UKG Kronos Community)

The Global Search on UKG Kronos Community searches for the following data types\* and the Topics area provides Basic and Advanced searching by product.

- Knowledge base
- Documentation (Manuals and User Guides)
- Service releases
- Groups
- Cases
- Technical Advisories and Technical Insiders

\*Access to data sources is limited by type of support service.

**Technical Advisories**

UKG Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the UKG Kronos Community. *Please sign up for Alert Groups in the UKG Kronos Community to get notified of the release of new technical advisories and other important production information.*

**Learning Quick Tips**

Enjoy the convenience of web-based, self-paced recorded training modules for your UKG application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

**HR and Payroll Answerforce**

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

**Interactive Forms**

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

**Service Releases**

UKG Support Services entitles all customers who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, from the UKG Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service releases) or legislative updates are posted on the UKG Kronos Community. *Please sign up for Alert Groups on the UKG Kronos Community to get notified of the release of new service releases.*

**Knowledge Base**

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about UKG products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

**Case management**

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the business hours of your UKG support center, excluding UKG holidays. Should you require assistance outside the described hours, please telephone your UKG support center.

**Documentation**

Online access to documentation for most of UKG's products, for example:

- Configuration guides
- User guides
- System administrators guides

**Groups**

Groups provide a unique opportunity to connect with other UKG customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their UKG applications.

**Remote Support**

A web-based screen-sharing application that enables UKG to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

**Per-event Software Service**

Cloud Hosting customers seeking support outside their service coverage period or Services that are not covered by your Support service or Customers without a Support Agreement on Active Product will be charged at the current UKG hourly rate.

DAY AND TIME (LOCAL TIME)	MINIMUM HOURS
Monday-Friday 8:00 a.m.-5:00 p.m.	2
Monday-Thursday 5:01 p.m.-7:59 a.m.	4
Friday-Monday 5:01 p.m.-7:59 a.m.	8

Conditions:

1. Time billed is minimum billable hours and then one hour increments.
2. The 8:00 a.m.- 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.
3. The response time for customers without a support agreement is within two business days.
4. Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

Per-event rates are not discountable.

**EXHIBIT J****Global Professional and Educational Services Engagement Policies**

**The following are intended to provide the policies under which UKG Professional and Educational Services will operate during the course of a Global customer engagement:**

**A. Professional Services:**

1. UKG will provide Customers with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Customer.
2. UKG and Customer agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a UKG Change Order that is signed by the Customer (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Customer signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. UKG will invoice the Customer on a monthly basis for all Professional Services provided during the previous month.
7. Professional Services work will be conducted during normal business hours. Normal business hours will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
  1. All Professional Services will be scheduled and billed in 1 to 4 hour increments with a minimum charge of 1 hour.
  2. After Hours
    1. All scheduled work will be billed at 1.5 times the current contract rate by role.
    2. After Hours will vary by country. Please consult your local Professional Services consultant for after hours in your country.
  3. Weekend
    1. All scheduled work will be billed at 2.0 times the current contract rate by role.
    2. Weekend schedules will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.
  4. Holiday
    1. All scheduled work will be billed at 2.0 times the current contract rate by role.
    2. Holiday's recognized will vary by country. Please consult your local Professional Services consultant for holiday's observed in your country.
9. UKG requires notification for the cancellation or rescheduling of UKG personnel. Customer will be charged for failure to meet the following notification requirements:
  1. 2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.
  2. 1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.
  3. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

*Here is an example:*

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- Work is scheduled for Wednesday, 1p- 5p (4 hours)
- Customer cancels on:
  - Friday — no penalty
  - Monday — 50% of planned charges are invoiced (2 hours)
  - Tuesday — 100% of planned charges are invoiced (4 hours)

*Here is a holiday example:*

- Work is scheduled for Wednesday, 1p- 5p (4 hours)
- Customer cancels on:
  - Thursday — no penalty
  - Friday — 50% of planned charges are invoiced (2 hours)
  - Monday — holiday; doesn't count as "business day"
  - Tuesday — 100% of planned charges are invoiced (4 hours)

**B. Change Order Process:**

1. All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the UKG Project Manager and reflected through the use of a Change Order, approved and signed by the Customer.
2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, customer allocated time, customer scheduling changes, technology limitations.
3. The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.
5. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at UKG's then current rate for such requested services.

**C. Educational Services:**

1. All Instructor-led Educational Services classes will be held at a UKG facility, or via the UKG Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.
2. UKG requires notification of cancellation from an Instructor-led class. Customer will be charged for training upon failure to meet the following notification requirements:
  1. For any PUBLIC course held in the traditional classroom or in the virtual classroom: Attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
  2. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.



3. UKG reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a UKG Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a UKG Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
4. Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one year period will expire.
5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:
  1. After Hours
    1. There will be a 1.5 times premium in either per student public or per class private day rates.
    2. After Hours will vary by country. Please consult your local Educational Services trainer for after hours in your country.
  2. Weekend
    1. There will be a 2.0 times premium in either per student public or per class private day rates.
    2. Weekend schedules vary by country. Please consult your local Educational Services trainer for after hours in your country.
  3. Holiday
    1. There will be a 2.0 times premium in either per student public or per class private day rates.
    2. Holidays recognized will vary by country. Please consult your local Professional Services trainer for holidays observed in your country.

D. Other Policies:

1. UKG personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
2. In instances where UKG personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
3. Customer agrees to not hire any UKG employee who has performed services under the Agreement for a period of one-year after the completion of such services.
4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer.
5. Customer Data: To perform the Implementation and to provide support after completion, UKG may need to access and retain information regarding your employees and business organization. UKG will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should UKG's actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.
6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party software programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. To the extent permitted by applicable laws, any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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EXHIBIT 2

UKG DIMENSIONS CLOUD GUIDELINES

<b>Solution Definition</b>	
<b>Tenants included</b>	One standard production tenant One partial copy non-production tenant limited to 36 months of data
<b>Additional tenants</b>	Additional partial copy tenants available for purchase on an annual basis
<b>Connectivity</b>	
<b>Connectivity to</b>	<p>The customer’s end users connect to UKG Dimensions applications via a secure SSL/TLS connection over <b>service</b> the internet. Cooperation between UKG and the customer’s IT staff may be required to enable access. UKG will assist with validating site connectivity but assumes no responsibility for the customer’s internet connection or ISP relationships.</p> <p>UKG-related internet traffic cannot be filtered by proxy or caching devices on the client network. UKG Dimensions supports vanity URL, utilizing a single domain.</p>
<b>Connectivity</b>	
<b>SFTP accounts</b>	<p>The UKG cloud SFTP service provides a generic endpoint for customers to push and pull files — including people import, payroll, accruals, schedules, punches, drivers, and more — to and from the UKG cloud in support of UKG® integrations.</p> <p>The service includes two SFTP managed service accounts that customers may use to automate their integrations with the UKG cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Customers may</p>

<b>Solution Definition</b>	
	<p>also purchase additional managed service accounts.</p> <p>User accounts for individual (named) customer login are not supported by the SFTP service.</p>
<b>MPLS/Site-to-cloud (optional)</b>	Customers choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. UKG will assist in provisioning of the link.
<b>Server-initiated device (optional)</b>	Supported per Documentation (includes two VPN connections)
<b>Usage</b>	
<b>Secure file transfer</b>	<p>Integration with UKG Dimensions using the UKG Cloud SFTP service is subject to the following limits:</p> <p><b>limits</b></p> <ul style="list-style-type: none"> <li>- 20 active concurrent sessions per SFTP account</li> <li>- File size transferred per SFTP session not to exceed 100MB</li> <li>- Storage quota of 10GB per SFTP account</li> </ul>
<b>Key performance indicators (KPIs)</b>	KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with UKG Dimensions applications will be limited to 400 per customer. Additional KPIs may be purchased.
<b>Server-initiated device (optional)</b>	Supported per Documentation (includes two VPN connections)
<b>Policies</b>	

<b>Solution Definition</b>	
<b>Data refresh</b>	Customer can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.
<b>UKG application updates</b>	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.
<b>Customer termination</b>	Upon customer termination, UKG will provide access to the service for an additional 30 days so the customer may extract data.
<b>Security compliance</b>	A SOC 1 Type 2 report and a SOC 2 Type 2 report is published. Complementary user entity controls are available within the SOC reports. In addition, UKG Dimensions maintains ISO27001 and 27018 compliance, and upon written request details are available which describes the covered components. Customer agrees not to upload payment card information, as the service is not certified for PCI DSS. Customer agrees not to upload health information that falls under the United States HIPAA law.
<b>Disaster recovery</b>	Recovery time objective: 24 hours  Recovery point objective: 4 hours
<b>Encryption</b>	Data encryption in transit and at rest is included.
<b>Third parties</b>	The customer may contract with a third party to configure and/or implement UKG Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the application. Dedicated service and support accounts can be accessed only by UKG personnel or contractors employed by UKG.

Solution Definition	
Legal Hold	UKG will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within UKG’ control, UKG will, at the customer’s request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. To the extent permitted by applicable law, the customer will reimburse UKG for the costs that UKG incurs to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, UKG will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, UKG will not entertain requests to store or host legacy or archived customer data or documents for these purposes. UKG periodically reviews all matters subject to legal hold, including data that is being retained.

**EXHIBIT 3 \_ UKG DIMENSIONS ACCEPTABLE USE POLICY**

This Acceptable Use Policy (this **"Policy"**) describes prohibited uses of the Services. The examples described in this Policy are not exhaustive. UKG may modify this Policy at any time upon written notice to Customer of a revised version. By using the Services, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected, or terminate the Agreement for cause in accordance with the terms of the Agreement.

**(a) No Illegal, Harmful, or Offensive Use or Content**

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

**(b) No Security Violations**

Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.
- **Interception.** Monitoring of data or traffic on a System without permission.

- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

**(c) No Network Abuse**

Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

**(d) No E-Mail or Other Message Abuse**

Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

**(e) Monitoring and Enforcement**

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

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

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG’s reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or



other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

**(f) Reporting of Violations of this Policy**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.Certrequest@marsh.com		<b>CONTACT NAME:</b> ? <b>PHONE (A/C. No. Ext):</b> <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b>	
CN101980216-US-MA-GAWUP-23-		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> UKG Kronos Systems LLC 900 Chelmsford Street Lowell, MA 01851		<b>NAIC #</b> INSURER A : Federal Insurance Company 20281 INSURER B : Great Northern Insurance Company 20303 INSURER C : ACE American Insurance Company 22667 INSURER D : Arch Insurance Company 11150 INSURER E : INSURER F :	

## COVERAGES

**CERTIFICATE NUMBER:**

NYC-011196037-12

**REVISION NUMBER:** 18

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3606-40-33	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73617085	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			78192757	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71834474	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROF LIAB / TECH E&O			NPL0067548-02	12/01/2023	12/01/2024	Limit: 1,000,000
D	CYBER			NPL0067548-02	12/01/2023	12/01/2024	Limit: 1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement, pursuant to contract number 6528932.

## CERTIFICATE HOLDER

Metropolitan Government of Nashville & Davidson County  
 Metropolitan Nashville Davidson County  
 730 2nd Avenue South, Ste 101  
 Nashville, TN 37210

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA LLC*

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AGENCY CUSTOMER ID: CN101980216

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED UKG Kronos Systems LLC 900 Chelmsford Street Lowell, MA 01851
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

COMMERCIAL PROPERTY  
LIMITS: ALL RISK  
POLICY NO: 3606-40-33  
EFFECTIVE DATES: 12/01/23- 12/01/24

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM**



SS #: SS2023029

Date Received: Aug. 31, 2022

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed sole source form and supporting documentation.**

***Proposed supplier MUST be Registered in iProcurement***

Date: 8/30/2022 Requesting Department/Agency/Commission: ITS/Business Solutions

Requesting Official: Dawn Clark Telephone #: 615-862-6033 This is for a multi-year contract.

Product/Service Description: Enterprise wide solution for Time and Attendance of Kronos WFC for general government and MNPS as well as Telestaff for NFD and managed services of Kronos admin staff augment for ITS.

**Total Purchase (Enter the value for the entire contract life) Price: ~~\$20,000,000~~ **\$5,000,000****

BU Number: 14521014 Fund #: 51137 Object Account: 502229/502233/505252 Any Other Accounting Info: KRONOS subsidiary; Enterprise wide including MNPS and NFD so their BU's and funds would also be included

Proposed Supplier: Kronos Inc. (a UKG company) Proposed Supplier Contact: David Herndon

Supplier Address: 900 Chelmsford Street City: Lowell ST: MA Zip: 01851

Supplier Telephone #: 1-901-746-8643 Supplier Email: david.herndon@ukg.com

**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)


**R4.12.060.02 Conditions for Use of Sole Source Procurement.**

Other, see explanation below

If Other, Explain Request: This enterprise wide Time and Attendance company has worked with our Cloud hosted Kronos and Telestaff solutions since our original implementation 10 years ago in 2012 for initially 10 departments on general government and pilot employees for MNPS. As of the current date, our cloud hosted Kronos and Telestaff is live for 22 departments and in process of implementation for 4 additional departments. Additionally, within the last year, we have begun managed services support and staff augmentation of Kronos system administration and support/implementation for our Kronos system. With the ongoing Kronos departmental implementations and rollouts to additional MNPS employees in progress as well as the new staff augmentation managed services, these all require their unique expertise and knowledge of these cloud hosted time and attendance systems and the complex infrastructure implemented and rolled out over the last 10 years off and on for Metro Government. Within the last 2 years, we also upgraded both the Kronos and Telestaff versions. Their experience and knowledge obtained over the past 10 years for our enterprise wide Time and Attendance and accruals solution and unique government business challenges and complexity make this a business necessity to provide this ~~10-year~~ sole source contract to follow the life of these systems.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: DC

Requesting Department Director's Signature of Approval: 

Date: 8/31/2022 | 8:25 AM CDT

SS2023029

Rec. Aug. 31, 2022

SS #: SS2023029

Date Received: Aug. 31, 2022

*To be completed by the Procurement Division*

☐ Vetting & Research Needed; Date Requested by Purchasing Agent \_\_\_\_\_

*Approval of changes* *MLL* 1/24/2024 | 4:22 PM CST

☒ Sole Source is Approved for: *Contract ending 12/31/2025 with option to renew up to Max of 60 Months*

☐ Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: *Michelle A. Hernandez Lane* Date: 10/18/2022 | 3:39 PM

Certificate Of Completion

Envelope Id: 556AE8D0016E4EBFBFA1ACE59C991B8F

Status: Sent

Subject: URGENT!!! Metro Contract 6528932 with UKG Kronos Systems, LLC (Information Technology Services)

Source Envelope:

Document Pages: 120

Signatures: 11

Envelope Originator:

Certificate Pages: 18

Initials: 4

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Nashville, TN 37219

Envelopeld Stamping: Enabled

prg@nashville.gov

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

1/25/2024 8:13:11 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events

Signature

Timestamp

Gary Clay



Sent: 1/25/2024 10:15:02 AM

Gary.Clay@nashville.gov

Viewed: 1/25/2024 11:09:22 AM

Asst. Purchasing Agent

Signed: 1/25/2024 11:09:28 AM

Security Level: Email, Account Authentication (None)


Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gregg Nicholson



Sent: 1/25/2024 11:09:35 AM

Gregg.Nicholson@nashville.gov

Viewed: 1/25/2024 11:15:14 AM

Security Level: Email, Account Authentication (None)

Signed: 1/25/2024 11:15:24 AM

Signature Adoption: Pre-selected Style


Using IP Address: 170.190.198.191

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Elizabeth Jefferson



Sent: 1/25/2024 11:15:28 AM

elizabeth.jefferson@nashville.gov

Viewed: 1/25/2024 11:18:07 AM

Security Level: Email, Account Authentication (None)

Signed: 1/25/2024 11:20:52 AM

Signature Adoption: Pre-selected Style


Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

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ID: 32c5e739-f3c1-4b25-a782-56395fda5120

Erica Bukowski



Sent: 1/25/2024 11:20:58 AM

erica.bukowski@ukg.com

Viewed: 1/25/2024 11:21:54 AM

Sr. Order Processing Analyst

Signed: 1/25/2024 11:22:47 AM

UKG Kronos Systems LLC

Signature Adoption: Pre-selected Style


Security Level: Email, Account Authentication (None)

Using IP Address: 158.228.48.44

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile	Sent: 1/25/2024 11:22:51 AM Viewed: 1/26/2024 12:18:27 PM Signed: 2/3/2024 8:45:19 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 2/3/2024 8:45:25 AM Viewed: 2/5/2024 8:20:34 AM Signed: 2/5/2024 8:21:08 AM
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Kevin Crumbo/tlo talialomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/5/2024 8:21:16 AM Viewed: 2/5/2024 8:39:14 AM Signed: 2/5/2024 8:39:30 AM
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Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 2/5/2024 8:39:36 AM Viewed: 2/5/2024 10:00:39 AM Signed: 2/5/2024 10:02:18 AM
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Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 2/5/2024 10:02:23 AM Viewed: 2/5/2024 10:03:22 AM Signed: 2/5/2024 10:03:30 AM
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Signer Events	Signature	Timestamp
Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 2/5/2024 10:03:36 AM Viewed: 2/5/2024 10:07:19 AM Signed: 2/5/2024 10:26:16 AM

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ID: 4f014688-d300-48e7-bf3f-bf1af0019294

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sent: 2/5/2024 10:26:23 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Terri L. Ray  
Terri.Ray@nashville.gov  
Finance Manager  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Sent: 1/25/2024 10:15:02 AM

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 2/5/2024 8:51:08 AM  
ID: db688ee8-cab4-4cff-b507-640e0f17b19a



Sent: 2/5/2024 10:26:20 AM

Erica Haber  
erica.haber@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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ID: 4f014688-d300-48e7-bf3f-bf1af0019294



Sent: 2/5/2024 10:26:22 AM

Carbon Copy Events	Status	Timestamp
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/16/2024 10:02:55 AM ID: 26098dbe-e60b-47d7-8f5d-672c6edf39c4		
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/15/2023 2:22:59 PM ID: 7ac1a22e-e062-4504-9444-46e1a64addcf		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/21/2023 10:20:59 AM ID: 3ccf2030-2fdc-4b9a-bf88-53bccb570865		
David Herndon david.herndon@ukg.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/5/2024 9:36:54 AM ID: d51ee93d-be35-4da0-b4a2-af56ca963826		
Zak Kelley Zak.Kelley@Nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Larry Law larry.law@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/5/2023 2:11:06 PM ID: 50a3ca7d-c65e-4c81-ad12-bfb172e970f9		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/25/2024 10:15:02 AM
Payment Events	Status	Timestamps

**Electronic Record and Signature Disclosure**

# ORIGINAL

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***METROPOLITAN COUNTY COUNCIL***

**Resolution No. RS2024-242**

A resolution approving a sole source contract between the Metropolitan Government of Nashville and Davidson County and UKG Kronos Systems, LLC (UKG) to provide software as a service, software license renewal, support, maintenance, and hosting services.

2024 FEB 13 PM 12:13  
FILED METROPOLITAN CLERK

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*Introduced* FEB 20 2024

*Amended* \_\_\_\_\_

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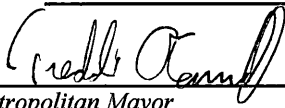
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*Adopted* FEB 20 2024

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*Approved* FEB 21 2024

*By*   
*Metropolitan Mayor*

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Certificate Of Completion

Envelope Id: 17BD4061DDFE48F981D779302F7DE866

Status: Completed

Subject: URGENT!!! Metro Contract 6528932 with UKG Kronos Systems, LLC (Information Technology Services)

Source Envelope:

Document Pages: 125

Signatures: 0

Envelope Originator:

Certificate Pages: 17

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Nashville, TN 37219

Envelopeld Stamping: Enabled

prg@nashville.gov

Time Zone: (UTC-06:00) Central Time (US & Canada)

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2/23/2024 3:47:13 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events

Signature

Timestamp

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Terri L. Ray

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Terri.Ray@nashville.gov

Finance Manager

Metropolitan Government of Nashville and Davidson County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Gary Clay

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Gary.Clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Gregg Nicholson

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Gregg.Nicholson@nashville.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 2/23/2024 9:09:55 AM

ID: 83c94525-8148-415e-a538-beab19be535d

Carbon Copy Events	Status	Timestamp
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<div>Erica Bukowski</div> <div>erica.bukowski@ukg.com</div> <div>Sr. Order Processing Analyst</div> <div>UKG Kronos Systems LLC</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 1/25/2024 11:21:54 AM ID: 7985bcc4-1b3d-40df-8a2b-ed34288fd703</div>	<div>COPIED</div>	<div>Sent: 2/23/2024 4:08:41 PM</div>
<div>Michelle A. Hernandez Lane</div> <div>michelle.lane@nashville.gov</div> <div>Chief Procurement Officer/Purchasing Agent</div> <div>Metro</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 2/23/2024 4:08:42 PM</div>
<div>Keith Durbin</div> <div>keith.durbin@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 2/21/2024 7:40:07 PM ID: 0037e9c3-e70a-4e32-80a9-dd6e35226f66</div>	<div>COPIED</div>	<div>Sent: 2/23/2024 4:08:42 PM</div>
<div>Kevin Crumbo/tlo</div> <div>talia.lomaxodneal@nashville.gov</div> <div>Dep Dir of Finance</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 2/23/2024 3:56:46 PM ID: 7b2f80c1-4103-474b-968a-4665a9ff0fd1</div>	<div>COPIED</div>	<div>Sent: 2/23/2024 4:08:42 PM</div>
<div>Kevin Crumbo/mjw</div> <div>MaryJo.Wiggins@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 2/23/2024 9:47:56 AM ID: f31075a3-12f2-4524-a4f5-f5cbd42e2e38</div>	<div>COPIED</div>	<div>Sent: 2/23/2024 4:08:42 PM</div>
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Carbon Copy Events	Status	Timestamp
<div>Erica Haber</div> <div>erica.haber@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 2/23/2024 11:11:45 AM ID: 03b61dbe-5ceb-4dd3-9829-360e2472b90f</div>	COPIED	<div>Sent: 2/23/2024 4:08:43 PM</div>
<div>Sally Palmer</div> <div>sally.palmer@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 2/23/2024 7:55:49 AM ID: bb40ee93-46c8-4b82-956e-19f9ac283289</div>	COPIED	<div>Sent: 2/23/2024 4:08:43 PM</div> <div>Viewed: 2/23/2024 4:11:11 PM</div>
<div>Erica Haber</div> <div>erica.haber@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 2/23/2024 11:11:45 AM ID: 03b61dbe-5ceb-4dd3-9829-360e2472b90f</div>	COPIED	<div>Sent: 2/23/2024 4:08:43 PM</div>
<div>Jeremy Frye</div> <div>jeremy.frye@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 1/16/2024 10:02:55 AM ID: 26098dbe-e60b-47d7-8f5d-672c6edf39c4</div>	COPIED	<div>Sent: 2/23/2024 4:08:44 PM</div>
<div>Dawn Clark</div> <div>Dawn.Clark@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 9/15/2023 2:22:59 PM ID: 7ac1a22e-e062-4504-9444-46e1a64addcf</div>	COPIED	<div>Sent: 2/23/2024 4:08:44 PM</div>
<div>Amber Gardner</div> <div>Amber.Gardner@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 11/21/2023 10:20:59 AM ID: 3ccf2030-2fdc-4b9a-bf88-53bccb570865</div>	COPIED	<div>Sent: 2/23/2024 4:08:44 PM</div>
<div>David Herndon</div> <div>david.herndon@ukg.com</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	COPIED	<div>Sent: 2/23/2024 4:08:45 PM</div>
<div>Austin Kyle</div> <div>publicrecords@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 2/23/2024 10:42:01 AM ID: ccee1834-9c66-4cdd-8de4-0b69ec1dc391</div>	COPIED	<div>Sent: 2/23/2024 4:08:45 PM</div>

Carbon Copy Events	Status	Timestamp
Zak Kelley Zak.Kelley@Nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/23/2024 4:08:45 PM
Larry Law larry.law@nashville.gov ITS Financial Manager Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/5/2023 2:11:06 PM ID: 50a3ca7d-c65e-4c81-ad12-bfb172e970f9	COPIED	Sent: 2/23/2024 4:08:45 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2024 4:08:41 PM
Certified Delivered	Security Checked	2/23/2024 4:08:45 PM
Signing Complete	Security Checked	2/23/2024 4:08:45 PM
Completed	Security Checked	2/23/2024 4:08:45 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

**4. SUBSCRIPTION SERVICE** During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

**DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN:** (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

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Terri.Ray@nashville.gov

Finance Manager

Metropolitan Government of Nashville and Davidson County

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Gina Gibbs

gina.gibbs@nashville.gov

Delegate Of: Leigh Anne Burtchaell

LeighAnne.Burtchaell@nashville.gov

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Bethany Nunley

Bethany.Nunley@nashville.gov

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Erica Bukowski

erica.bukowski@ukg.com

Sr. Order Processing Analyst

UKG Kronos Systems LLC

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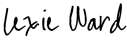
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<p>Accepted: 5/28/2025 9:46:17 AM ID: ceae43e5-f862-4132-9b7d-49cd19054f95</p> <p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent &amp; Chief Procurement Officer Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Dennis Rowland</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 5/28/2025 9:46:41 AM Viewed: 5/28/2025 10:48:41 AM Signed: 5/28/2025 10:48:58 AM</p>
<p>William Swann william.swann@nashville.gov Director Chief Nashville Fire Dept Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 5/28/2025 10:57:22 AM ID: 3c88d3ed-dc9e-4ea1-a26f-5953dcb77edf</p>	<p><b>William Swann</b></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 5/28/2025 10:49:06 AM Viewed: 5/28/2025 10:57:22 AM Signed: 5/28/2025 10:57:50 AM</p>
<p>Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Jenneen Reed/MAL</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 5/28/2025 10:57:58 AM Viewed: 6/2/2025 3:20:22 PM Signed: 6/2/2025 3:20:56 PM</p>
<p>Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/2/2025 5:13:17 PM ID: e3e406a5-302f-4357-973b-527b6979431e</p>	<p><i>Jenneen Reed/mjw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 6/2/2025 3:21:06 PM Viewed: 6/2/2025 5:13:17 PM Signed: 6/2/2025 5:16:41 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/3/2025 8:15:47 AM ID: 4a7218a9-9283-4356-8c7c-8764c21f907d</p>	<p><b>Completed</b></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 6/2/2025 5:16:49 PM Viewed: 6/3/2025 8:15:47 AM Signed: 6/3/2025 8:20:32 AM</p>
<p>Lora Fox lora.fox@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p>	<p><i>LBf</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 6/3/2025 8:20:40 AM Resent: 6/3/2025 11:38:30 AM Viewed: 6/3/2025 9:40:06 PM Signed: 6/3/2025 9:40:56 PM</p>
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Signer Events	Signature	Timestamp
Accepted: 6/3/2025 9:40:06 PM ID: bfb43937-19ea-4b33-a557-02e17c03de38		
Lexie Ward lexie.ward@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/3/2025 9:41:04 PM Viewed: 6/4/2025 10:16:05 AM Signed: 6/4/2025 10:18:34 AM

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ID: d60c032d-111a-4239-bd42-940dd5812af0

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
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Editor Delivery Events	Status	Timestamp
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jeremy.frye@nashville.gov  
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Amber Gardner  
Amber.Gardner@nashville.gov  
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Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 5/28/2025 11:28:03 AM ID: b5fc553d-8dd0-4206-9559-640cc61043f7		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2025 8:17:32 AM
Envelope Updated	Security Checked	5/28/2025 4:42:35 PM
Envelope Updated	Security Checked	5/28/2025 4:42:35 PM
Envelope Updated	Security Checked	6/3/2025 11:38:29 AM
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**4. SUBSCRIPTION SERVICE** During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

**DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber



and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN:** (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

**19. PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

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