



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.3
(ID # 22818)

MEETING DATE:
Tuesday, August 29, 2023

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Approve the Master Services Agreement with Kronos Incorporated, a UKG Company, for Dimensions Workforce Management System, without seeking competitive bids, for five years through September 30, 2028, All Districts. [Total Aggregate Cost \$5,870,730, up to \$587,073 in additional compensation, 100% Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Master Services Agreement with Kronos Incorporated, a UKG Company for Dimensions Workforce Management System, without seeking competitive bids, for a total aggregate amount of \$5,870,730 for five years through September 30, 2028, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that make modifications of the statement of work that stay within the intent of the Agreement and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the contract amount.

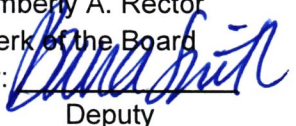
ACTION:Policy


 Jennifer Cruikshank, Chief Executive Officer – Health System 8/17/2023

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: RUHS-Medical Center

Kimberly A. Rector
 Clerk of the Board
 By: 
 Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,585,290	\$ 1,071,360	\$ 5,870,730	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050			Budget Adjustment:	No
			For Fiscal Year: 23/24 - 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action would approve a new Master Services Agreement with Kronos Incorporated, a UKG Company (UKG) to replace the existing electronic timekeeping and labor management system. Riverside University Health System (RUHS) has an existing agreement with UKG for Kronos Workforce Central (WFC) which is coming to the end of its lifecycle and needs to be replaced with the newly upgraded timekeeping system - UKG Dimensions.

UKG Dimensions will include the following solutions: Timekeeping – an automated time and attendance solution; Advanced Scheduling – a customizable multi-shift scheduling solution; Absence Management – a solution to automate the administration and enforcement of leave policies; Healthcare Analytics – which provides robust reporting and real-time productivity reports.

RUHS employs over 5,000 staff members, which requires a robust time management system that integrates with RUHS diverse operations and systems. The Timekeeping and Absence Management services provided by UKG are required for effective and accurate time and attendance monitoring. UKG’s automated time and attendance solution has reduced labor costs by enforcing pay and work rules consistently and accurately across the organization. The system also interfaces with the County enterprise payroll system, PeopleSoft and other enterprise systems identified during the initial implementation.

Impact on Residents and Businesses

There is no direct impact on residents or businesses.

Additional Fiscal Information

This new Agreement will include maintenance, project management, software, and hardware support. A contingency amount of \$587,073 has been established to address expanded statements of work requested for RUHS clinical enterprise, software add-ons for operational enhancements, and compliance requirements anticipated for the next five-year term of the Agreement.

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There are sufficient funds in the Department's budget for FY 23/24 and no additional County funds are required.

Contract History and Price Reasonableness

RUHS-MC has an existing agreement with UKG. This new agreement will be a replacement of that existing agreement and upon successful cut-over to the upgraded system, billing will cease and the existing executed agreement for Workforce Central legacy system (effective through September 30, 2025) will be null and void.

On September 22, 2015, agenda item 3.33, the Board of Supervisors (BOS) approved a motion for the purchase of Kronos Incorporated, an automated timekeeping system and associated analytics at the Riverside University Health System Medical Center (then known as RCRMC).

On May 25, 2021, agenda item 15.2, the BOS approved a motion to ratify and approve Amendment No. 1 to the Professional Service Agreement with Kronos Incorporated for Turnkey Time and Labor Management System, to exercise five annual renewal options through September 30, 2025.

This vendor provides proprietary services and support for the current timekeeping system. There is no other vendor that can provide the same services and support. The upgraded system will yield a higher return on investment allowing RUHS to utilize increased functionality/security that was not available with the old system.

This solution was reviewed and approved by the Technology Standards and Oversight Committee in July 2023.

ATTACHMENTS:

ATTACHMENT A. Master Services Agreement with UKG

ATTACHMENT B. Statement of Work No. 1

ATTACHMENT C. Order Form No. 1

ATTACHMENT D. SSJ # 23-037 MCARC UKG

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Meghan Hahn
Meghan Hahn, Deputy Director of Procurement 8/17/2023

Jacqueline Ruiz
Jacqueline Ruiz, Sr. Management Analyst 8/22/2023

Gregg Gu
Gregg Gu, Chief Deputy County Counsel 8/17/2023

MASTER SERVICES AGREEMENT

for

UKG DIMENSIONS WORKFORCE MANAGEMENT SYSTEM

between

COUNTY OF RIVERSIDE

and

KRONOS INCORPORATED, A UKG COMPANY



AUG 29 2023 15.3

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This Agreement, made and entered into this 29th day of August, 2023, by and between KRONOS INCORPORATED, A UKG COMPANY, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Statement of Work, at the prices stated in Exhibit B, Order Form and in accordance with the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform its obligations under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform in accordance with this Agreement.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B - Order Form. CONTRACTOR is not to perform services or provide products outside of the Agreement.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for five (5) years through September 30, 2028 ("Initial Term"), unless terminated earlier in accordance with the Termination provisions herein. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of the Agreement and the applicable Order Form. Maximum payments by COUNTY to CONTRACTOR shall not exceed the amounts authorized by the applicable Order Form. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products unless authorized via an Order Form.

3.2 Upon the expiration of the Initial Term, and at each annual anniversary of that date thereafter, CONTRACTOR may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase with thirty (30) days prior notice of such price adjustment. Additionally, CONTRACTOR may adjust the rates of the Equipment Support Services, Software Support Services and Knowledge Pass in accordance with the terms stated in this Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Prepared invoices shall be sent via email as well and as follows in duplicate:

Riverside University Health System - Medical Center
26520 Cactus Ave., Moreno Valley, CA 92555
Email: AP@ruhealth.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (Department ID #4300184800); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, agree to alter this Agreement by a mutual amendment signed by both parties.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

4.3 The information found in Exhibit B to Exhibit G (or at any URL referenced in this Agreement) may change over the Term as agreed by the Parties. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by CONTRACTOR, and such change will

not materially diminish any of the services provided. In the event UKG makes a change to the Services that removes or materially degrades the functionality of the Applications, within thirty (30) days of such change Customer may terminate the Services for convenience upon written notice to UKG.

5. Termination

5.1. Non-renewal. Either Party may terminate this Agreement or an Order Form upon at least sixty (60) days prior written notice to the other Party. COUNTY may terminate Seasonal Licenses upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Term.

5.2 For Cause. Either Party may terminate the Service and this Agreement if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of the date such Party is notified by the other Party of such default.

5.3 For Bankruptcy. 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 Agreement. 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 Agreement upon written notice.

5.4 If the Agreement is terminated for any reason:

- a. All Fees will be paid by COUNTY for amounts owed through the effective date of termination.
- b. Any Fees paid by COUNTY for the Service not rendered prior to the effective date of termination will be credited against COUNTY's account, with any remaining amounts refunded to COUNTY within thirty (30) days of the effective date of termination.
- c. COUNTY's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, COUNTY will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving COUNTY Data through tools provided by CONTRACTOR that will enable COUNTY to so extract COUNTY Data. If COUNTY requires a longer period of access to the Service after termination to retrieve COUNTY Data, such access will be subject to additional reasonable Fees agreed by the Parties. Extended access and use of the Services will be subject to the terms of this Agreement.
- d. CONTRACTOR will delete COUNTY Data after COUNTY's rights to access the Service and retrieve COUNTY Data have ended. CONTRACTOR will delete COUNTY Data in a series of steps and in accordance with CONTRACTOR's standard business practices for destruction

of COUNTY Data and system backups. Final deletion of COUNTY Data will be completed when the last backup that contained COUNTY Data is overwritten.

- e. CONTRACTOR and COUNTY will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement will so survive.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination, or surviving rights) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement and by Applicable Law.

6. Suspension

6.1 CONTRACTOR may suspend the Service if any amount that COUNTY owes CONTRACTOR is more than thirty (30) days overdue. CONTRACTOR will provide COUNTY with at least fourteen (14) days prior written notice that the COUNTY's account is overdue before CONTRACTOR suspends the Service. Upon payment in full of all overdue amounts, CONTRACTOR will immediately restore the Service.

6.2 COUNTY is responsible for complying with the AUP. CONTRACTOR and its third-party cloud service and enforcement provider reserve the right to review COUNTY's use of the Service and County Data for AUP compliance. If CONTRACTOR discovers an AUP violation, and CONTRACTOR reasonably determines that CONTRACTOR must take immediate action to prevent further harm, CONTRACTOR may

suspend COUNTY's use of the Service immediately followed by immediate written notice to County. CONTRACTOR will contact COUNTY when CONTRACTOR suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If CONTRACTOR does not reasonably believe it needs to take immediate action, CONTRACTOR will notify COUNTY of the AUP violation. Even if CONTRACTOR doesn't notify COUNTY or suspend the Service, COUNTY remains responsible for any such AUP violation by County. CONTRACTOR will restore the Service once the AUP violation is cured or as both Parties may agree.

7. Ownership/Use of Contract Materials, Products and Data

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

7.2 "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 County Data, and is created by CONTRACTOR 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. CONTRACTOR owns the Aggregated Data. Nothing in this Agreement will prohibit CONTRACTOR from utilizing the Aggregated Data for any purposes, provided that CONTRACTOR's use of Aggregated Data will anonymize County Data, will not reveal any County Confidential Information, and will not reveal any Personally Identifiable Information.

7.3 The CONTRACTOR agrees that all COUNTY's information or County Data in any form, including electronic, made available to CONTRACTOR pursuant to this Agreement shall be the sole property of the COUNTY. CONTRACTOR agrees not to release or circulate in whole or part such information or County Data without prior written authorization of the COUNTY or in accordance with the terms of the Agreement.

7.4 From time to time, COUNTY may provide Feedback. CONTRACTOR has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. COUNTY hereby grants CONTRACTOR 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 CONTRACTOR's business without any compensation to

COUNTY 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 COUNTY Confidential Information, and nothing in this Agreement limits CONTRACTOR's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

8. Conduct of Contractor

8.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that to the best of its knowledge no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

8.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. Solution Testing and Deployment

9.1 For COUNTY's initial set-up of the Application or Applications, as set forth on the applicable Order Form, Contractor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as completion of the following: a.) the equipment (i.e., data collection terminal), if any, is mounted; b.) COUNTY has access to the Application on Contractor's server(s); c.) Contractor has configured the software Applications for COUNTY's work and/or pay rules within the software's standard application parameters; d.) standard interfaces are transmitting data; e.) standard application reports can be generated; and f.) implementation team training, if any, is complete. During the Test Period, COUNTY shall determine whether the Application meets the Contractor published electronic documentation ("Specifications").

9.2 The Test Period shall be for thirty (30) days upon completion of Installation. If COUNTY has not given Contractor a written deficiency statement specifying how the Application fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Application shall be deemed accepted. If

COUNTY provides a Deficiency Statement within the Test Period, Contractor shall have 30 days to correct the deficiency, and COUNTY shall have an additional 30 days to evaluate the Application. If the Application does not meet the Specifications at the end of the second 30-day period, either COUNTY or Contractor may terminate this Agreement. Upon any such termination, COUNTY shall, if applicable, return all equipment and software (and related documentation) to Contractor, and Contractor shall refund any monthly services Fees paid by COUNTY to Contractor for the Application, including any fees paid for in advance.

10. Independent Contractor/Employment Eligibility

10.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10.2 CONTRACTOR warrants that it shall make its best effort to fully comply with Applicable Laws regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by Applicable Laws.

10.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

10.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

10.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

10.6 CONTRACTOR shall make a reasonable effort to notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

11. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

12. Disputes

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties.

13. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

14. Use By Other Political Entities

It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

15. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable to its personnel hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

16. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such financial books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such financial books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY financial reports and information related to this Agreement as requested by COUNTY.

17. Confidentiality

17.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

17.2 Each Party will treat the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and as further described in this Agreement. Each Party will only use the Confidential Information of the other Party for the purposes of

fulfilling its obligations under this Agreement and as reasonably necessary to provide the Service. CONTRACTOR agrees that it will not use any such Confidential Information for marketing or other commercial purposes. Confidential Information may be shared with and disclosed to (i) any subsidiary or affiliate of each of the Parties, or (ii) any court or governmental agency of competent jurisdiction, as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the discloser has an opportunity to contest any disclosure required by a legal process). Either Party may seek injunctive relief to preserve its rights under this section without the requirement to post a bond.

17.3 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

18. Security and Privacy

18.1 CONTRACTOR will maintain the Controls throughout the Term.

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

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

18.4 CONTRACTOR will notify COUNTY within seventy-two hours (72) or in accordance with Applicable Law upon becoming aware of an unauthorized access of County 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 CONTRACTOR is taking in response to the breach.

18.5 Consent to Use Sub-processors. COUNTY agrees that CONTRACTOR may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are currently engaged by CONTRACTOR to carry out processing activities on County Data on behalf of COUNTY can be found at: www.ukg.com/ukg-dimensions/agreement/subprocessors

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

18.7 At least 30 days before any new sub-processor will carry out processing activities on County Data on behalf of COUNTY, CONTRACTOR will update the applicable website and provide COUNTY with a mechanism to for County to obtain notice of that update in advance. COUNTY may object to any such new sub-processor by terminating the Agreement upon written notice to CONTRACTOR, such written notice to be provided within 60 days of being informed of the engagement of the sub-processor.

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

- a. CONTRACTOR will enter into a written agreement with the sub-processor;
- b. CONTRACTOR 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,

CONTRACTOR 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.

18.9 In the event that UKG breaches its obligations of data security in Articles 18, and that breach results in the unauthorized disclosure of Personally Identifiable Information (as defined by Applicable Law), UKG shall be responsible for paying for the following costs to remediate any such unauthorized disclosure:

- a. the reasonable cost of providing notice of the breach to individuals affected by such breach, the parties acknowledging that express courier service is not reasonable in this context;
- b. the reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other entities required by law;

- c. the cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months, to the extent the misuse or disclosure of the affected individual's Personally Identifiable Information could lead to a compromise of the data subject's credit or credit standing; and
- d. any other services required by Applicable Law.

19. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

20. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside University Health System
26520 Cactus Ave.
Moreno Valley, CA 92555

CONTRACTOR

Kronos Incorporated, a UKG Company
900 Chelmsford Street
Lowell, MA 01851

21. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

22. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. Solely to the extent applicable, the CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for

child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

23. Hold Harmless/Indemnification

23.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from and against any and all Claims alleging that the permitted uses of the Service, Technology or Applications infringe or misappropriate any legitimate copyright or patent, Contractors negligence or willful misconduct or Contractor's violation of Applicable Laws. CONTRACTOR will indemnify and hold harmless the County Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such Claim, or as a result of CONTRACTOR's settlement of such a Claim. In the event that a final injunction is obtained against COUNTY's use of the Service by reason of infringement or misappropriation of any such copyright or patent, or if in CONTRACTOR's opinion, the Service is likely to become the subject of a successful claim of infringement or misappropriation, CONTRACTOR (at its option and expense) will use commercially reasonable efforts to either, at County's option: (a) procure for COUNTY the right to continue using the Service as provided in the Agreement, or (b) replace or modify the Service so that the Service becomes non-infringing but remains substantively similar to the affected Service. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder, at which time CONTRACTOR will provide a refund to COUNTY of the Fees paid by COUNTY for the infringing elements of the Service covering the period of their unavailability.

23.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

23.3 CONTRACTOR will have no liability to indemnify or defend COUNTY to the extent the alleged infringement or misappropriation is based on: (a) a modification of the Service undertaken by anyone other than CONTRACTOR, or not undertaken at CONTRACTOR's direction and in accordance with such direction; (b) use of the Service other than as authorized by this Agreement; or (c) use of the Service in conjunction with any equipment, service or software not provided by CONTRACTOR, where the Service would not otherwise infringe, misappropriate or otherwise become the subject of the Claim.

23.4 COUNTY is responsible for damages or claim resulting from : (a) COUNTY's modification or combination of the Service with other services, software or equipment not furnished by CONTRACTOR, infringes or misappropriates any copyright or patent, provided that such modification or combination is the cause of such infringement and was not authorized by CONTRACTOR in writing; or, (c) COUNTY violation of the AUP or Applicable Laws while using the Service and using County Data.

24. Insurance

24.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and, as applicable, certified original copies of Endorsements effecting coverage as required herein. Further, CONTRACTOR agrees to provide a thirty (30) days written notice shall be given to the County of Riverside from any material modification, cancellation, expiration or material reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, the County of Riverside may terminate this Agreement for convenience by sending a thirty (30) days notice from becoming aware of such adjustment.. CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate (s) of Insurance and certified copies of endorsements and if requested. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to request adjustment the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate. Any adjustment mutually agreed, would be reflected in an Amendment to this Agreement.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors and sub-processor working under this Agreement.

25. Extent and Limitations of Liability

25.1 EXCEPT FOR (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN ARTICLE 23 OF THIS AGREEMENT; (B) CUSTOMER'S MISAPPROPRIATION OF UKG'S INTELLECTUAL PROPERTY; OR (C) EITHER PARTY'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED SOLELY BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY'S EMPLOYEES, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES AWARDED BY AN APPROPRIATE JUDICIAL AUTHORITY OR AGREED TO IN A SETTLEMENT AGREEMENT BY THE PARTY PROVIDING THE INDEMNITY SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE GREATER OF THREE TIMES (3X) THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

25.2 EXCEPT FOR UKG INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FOR IN ARTICLE 23 OF THIS AGREEMENT AND CUSTOMER'S MISAPPROPRIATION OF UKG'S INTELLECTUAL PROPERTY NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR

LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF UKG AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

26. Warranty

CONTRACTOR warrants that the Service will be provided in a professional and workmanlike manner. If COUNTY 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, COUNTY may terminate the then remaining Term of the Agreement, which will be COUNTY's sole and exclusive remedy. COUNTY agrees to provide CONTRACTOR with reasonable information and assistance to enable CONTRACTOR to reproduce or verify the non-conforming aspect of the Service.

27. Technology License

27.1 As part of the Service, CONTRACTOR will provide COUNTY access to and use of the Technology, including the Applications. CONTRACTOR hereby grants COUNTY 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. COUNTY acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and COUNTY's payment of the corresponding PEPM Fees. COUNTY agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. COUNTY agrees not to use any other Application nor increase the number of employees using an Application unless COUNTY enters into an additional Order Form that will permit the COUNTY to have additional Authorized Users.

27.2 CONTRACTOR owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. COUNTY has a right to use this Technology and to receive the Service subject to this Agreement. No other use of the Technology is permitted. COUNTY is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. COUNTY cannot contact third party licensors or suppliers for

direct support of the Technology. No license, right, or interest in any CONTRACTOR trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

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

28. Scope and Authority

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

29. General

29.1 Neither Party shall delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party. Such consent maybe unreasonably withheld. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

29.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

29.3 [DELETED]

29.4 [DELETED]

29.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

29.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

29.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

29.8 The Parties shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation. In the event of a conflict between this Agreement and its Exhibits or a SOW or Order Form, the terms of this Agreement will prevail, unless a SOW specifically states it is intended to replace the Agreement language.

29.9 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

29.10 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29.11 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


29.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic

record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Kevin Jeffries, Chair
Board of Supervisors

Dated: 8/29/23

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Gregg Gu
Gregg Gu
Chief Deputy County Counsel

KRONOS INCORPORATED, A UKG COMPANY

By: Cynthia Kennedy
Name: Cynthia Kennedy
Title: Order Processing

Dated: Aug 15, 2023

AUG 29 2023 15.3

EXHIBIT A

Sample UKG Dimensions Statement of Work for <Customer Name>

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

1. Introduction to Launch

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

Launch Phase	Description
Welcome	This phase involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting, and Subscription Service(s) access.
Requirements	This phase includes discovery interviews with the Customer's subject matter experts from different functional areas of the business. Information gathered enables UKG to understand the current system set up, define requirements for the project, and determine the best fit between the Customer's business requirements and the UKG Subscription Service(s).
Build	This phase is designed to configure Customer's Subscription Service(s), build interfaces, and, if applicable, migrate employee data from the legacy system. This phase also includes unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes the Customer's integration and functional user acceptance testing (UAT) for the applicable Application(s).
Go Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Subscription Service(s) and transition to support.

2. Subscription Service(s) in Scope

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

Subscription Service	Go Live Phase
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3. Launch Parameters

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

Launch Item	Guidelines
Project Launch and Go Live Phases	<ul style="list-style-type: none"> • UKG will support (X) launch Go Live for each Subscription Service. Additional launch Go Lives, if needed, will require a separate Service Request. • The target duration for the Phase 1 Subscription Service(s) launch is (X) months • All Phase 1 launch services end when the agreed upon scope of services is completed or expire (X) months after the Phase 1 project kick-off date, whichever comes first. Additional services, if necessary to complete the Phase 1 launch, will require a separate Service Request. • Kick-off for the Phase 2 launch, if applicable, will be scheduled within <X> days of the Phase 1 launch Go Live. • All Phase 2 launch services end when the agreed upon scope of services is completed or expire <X> months after the Phase 2 project kick-off, whichever comes first. Additional services, if necessary to complete the Phase 2 launch, will require a separate Service Request. • Project timeline and pricing assumes the Customer will have established standardized HR, pay, and time policies/practices for employees included within this Order. It is also assumed the services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Depending upon the preparation and engagement by the Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW.
Timeline and Pricing	<ul style="list-style-type: none"> • Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. • Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. • UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the functionality beyond what is provided by the delivered Subscription Service(s). • UKG's quoted pricing does not include the Excluded Items set out in this SOW
Interfaces and Custom Reports	<ul style="list-style-type: none"> • In the event Customer requires additional UKG interfaces not specified in this SOW, such files will be scoped based upon complexity, delivered after Phase 1 Go Live, and billed at the then current rate. • In the event Customer requires custom reports not specified in this SOW, such reports will be created upon Customer request, delivered after Phase 1 Go Live, and billed at the then current rate. • In the event Customer is live and requires additional consulting services, data conversions, or configuration, those services will be scoped based upon complexity and billed at the then current rate. • UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.
Global Employees	<ul style="list-style-type: none"> • The term "Global Employees" applies to employees based outside of the US and Canada • Support for Global Employees is limited to services specifically identified within this SOW. Unless specified, no Subscription Service support for Global Employees will be provided under this SOW. • UKG Professional Services will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.
Customer Tasks and Communication	<ul style="list-style-type: none"> • Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project

Launch Item	Guidelines
	management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel	<ul style="list-style-type: none"> All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

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

Launch Phase	UKG	Customer	Deliverables
Welcome	<ul style="list-style-type: none"> Review Statement of Work (SOW), contract documents and resource assignments with Customer Facilitate and participate in the kick-off meeting Assist in defining Customer resources and training plan as part of the project plan Provide Customer access to the Subscription Service(s) as contracted in the Order 	<ul style="list-style-type: none"> Validate Statement of Work (SOW), contract documents and resource assignments Share project goals/success criteria with UKG project team Participate in the kick-off meeting Ensure key project resources attend recommended training course(s) throughout implementation 	<ul style="list-style-type: none"> Statement of Work (SOW) and contract documents reviewed and align with those received with the Order Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements	<ul style="list-style-type: none"> Lead requirements workshop(s) to aid Customer in gathering business requirements Conduct workshops to define testing strategy Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan 	<ul style="list-style-type: none"> Participate in requirements and testing strategy workshops Gather policy/procedure documentation and business use cases to complete data collection process Describe expected solution, business process(es), and business rules for all employee groups in scope Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines Participate in the documentation of project assumptions, risks, and configuration needs 	<ul style="list-style-type: none"> Requirements workshop(s) delivered enabling the data collection process Testing strategy workshop(s) delivered supporting testing strategy definition Document detailing project assumptions, risks, and configuration needs jointly produced Updated project plan delivered detailing activities and primary milestones of the project
Build	<ul style="list-style-type: none"> Complete mutually agreed upon UKG configuration tasks and 	<ul style="list-style-type: none"> Complete mutually agreed upon Customer configuration tasks 	<ul style="list-style-type: none"> Unit testing completed and configuration validated for

Launch Phase	UKG	Customer	Deliverables
	<ul style="list-style-type: none"> complete unit testing to validate configuration Share data mapping process and field specifications with Customer Configure interfaces as defined in this document Supply technical support for UKG network infrastructure 	<ul style="list-style-type: none"> and complete unit testing to validate configuration Provide data translations and field mapping defaults for all required fields Supply technical support for system integration/data conversion, system networking and any Customer hardware Review configuration and agree to proceed to Test phase 	<ul style="list-style-type: none"> Subscription Service(s) Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields Interfaces are configured and align with those defined in the SOW
Test	<ul style="list-style-type: none"> Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Resolve Customer-reported defects 	<ul style="list-style-type: none"> Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Report and retest identified defects 	<ul style="list-style-type: none"> User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live	<ul style="list-style-type: none"> Provide production support and post-live support for transition to UKG's Support Services team 	<ul style="list-style-type: none"> Execute manager and end-user training Validate Subscription Service(s) and mutually agree to proceed with Go Live 	<ul style="list-style-type: none"> First live date has been achieved

5. Project Team Composition

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

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

UKG Resource	Key Responsibilities
Subscription Service Consultant(s)	<ul style="list-style-type: none"> Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests Complete the configuration life cycle per the launch methodology for Subscription Service(s) in scope

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

Customer Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> Act as Customer project sponsor responsible to gain commitment for all project resources Provide executive-level support to the project team Ensure the needs of the project team are well represented and met by the steering committee Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks
Project Manager/Lead	<ul style="list-style-type: none"> Communicate overall project status and provide project reporting to Customer steering committee if applicable Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	<ul style="list-style-type: none"> Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable Provide subject matter expertise pertaining to the Customer's current business processes and policies for functional areas associated with in scope Subscription Service(s)
Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> Act as a primary resource and decision maker regarding Subscription Service(s) configuration Support Customer's User Acceptance Testing (UAT) effort during the Testing phase per the launch methodology and supplemental testing services, if purchased

6. Professional Services and Subscription Service Assumptions

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

Professional Training and User Adoption Services	Assumptions

Professional Integration Services	Assumptions

Professional Ancillary Services		Assumptions
Professional Advisory Services		Assumptions
Subscription Services		Assumptions

7. Service Requests

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

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

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

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

**EXHIBIT B
SAMPLE ORDER FORM**



ORDER FORM

Order Type: Quote
Date:

Quote#:
Expires:
Sales Executive:
Effective Date: Effective as of the date of last signature of this Order

Customer Legal Name:

Ship To:

Customer Legal Address:

Bill To:

Bill To Contact:

Ship To Contact:

Ship to Phone:
Ship to Mobile:
Contact:
Email:

Currency: USD
Customer PO Number:
Solution ID:
Initial Term:
Uplift Percent:

Shipping Terms:
Ship Method:
Freight Term:
Renewal Term:
Payment Terms:

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
Subscription Services	Quantity	PEPM	Monthly Price
Total Price			

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
Total Price				

Professional Services - Bill As You Go Services

Billing Frequency: Billed monthly as delivered

Professional Services - Bill As You Go Services	Billing Role	Quantity	Unit Price	Total Price
Total Price				

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	

Item	Total Price
Total Fixed Fees	

Item	Total Price
Total Bill As You Go Services	

Order Notes:

EXHIBIT C-1
Equipment Purchase, Rental and Support

The following terms and conditions supplement the Master Services Agreement and govern the purchase and sale, or rental of, Equipment and the related support services, as applicable.

Section 1. Purchase and Sale of Equipment

When indicated on the applicable Order Form as Purchased Equipment, Contractor sells to County, and County purchases from Contractor, the Equipment listed on that Order Form for the price stated on that Order Form. Payment and delivery terms are as stated on the Order Form. Contractor will invoice County for purchased Equipment upon shipment of the Equipment.

Section 2. Equipment Rentals

The parties agree to intentionally omit Section 2 of Exhibit C-1 and acknowledge that a separate Equipment Agreement is required if the County wished to rent equipment.

Section 3. Warranty

Contractor warrants that all Contractor Equipment shall be free from defects in materials and workmanship, for a period of ninety (90) from delivery. In the event of a breach of this warranty, County's exclusive remedy shall be Contractor's repair or replacement of the deficient Equipment, at Contractor's option, provided that County's use, installation and maintenance thereof have conformed to the Documentation and Contractor shall provide a pro rata refund for any Equipment down time. This warranty is extended to County only and shall not apply to any Equipment (or parts thereof) in the event of:

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

Section 4. Firmware

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

Section 5. Export

County acknowledges that the Equipment may be restricted by the United States Government or by the country in which the Equipment is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. County agrees to comply with all applicable laws of all of the countries in which the Equipment may be used by County and shall indemnify Contractor for any noncompliance which results in damages or liability to Contractor. County's obligations hereunder shall survive the termination or expiration of this Agreement.

Section 6. Equipment Support

Contractor shall provide Equipment Support Services for County's Contractor Equipment (referred to below as "Product(s)") if such Equipment Support Services are specified on an Order Form.

6.1 Term

Equipment Support Services have a term of one (1) year commencing upon the expiration of the applicable warranty set forth above. Equipment Support Services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. UKG may change the annual Equipment Support Services Fees effective at the end of the initial term or

effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification, provided that UKG may increase such Fees by no more than four percent (4%) over the previous year's Fees for the same quantity of covered Equipment.

6.2 Payment

County agrees to pay the Equipment Support Services Fees for the initial term as set forth on the Order Form for each Product listed. County agrees that all Products of the same type that are owned by the County, including without limitation County's "Spare Products" (as defined below), must be covered by the Equipment Support Services. County agrees that if County purchases, during the term of the Equipment Support Services, any Products of the same type as those covered by County under Equipment Support Services, such additional Products must be covered by the Equipment Support Services.

6.3 Contractor will invoice County for the annual Equipment Support Charges each year in advance of the Renewal Date. County will pay Contractor within thirty (30) days of receipt of invoice. In addition to the annual Equipment Support Charges, County agrees to pay all applicable taxes, however designated, on the Agreement, and on services rendered, including state and local taxes or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Contractor, exclusive of taxes based upon net income. In addition, each Party shall be responsible for their respective freight charges as provided in Section 6 below.

6.4. Depot Support Service

6.4.1 Upon the failure of an installed Product, County shall notify Contractor of such failure and Contractor will provide remote support in an attempt to resolve the problem. Those failures determined by Contractor to be Product related shall be dispatched to a Contractor Depot Repair Center, and County will be provided with a Return Material Authorization Number (RMA) for the failed Product if County is to return the failed Product to Contractor, as reasonably determined by Contractor. County must return the failed Product with the supplied RMA number. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by County on the applicable Order Form and as specified herein and in Contractor's then-current Support Services Policies which may be accessed at: <https://www.ukg.com/support-policies-and-services> ("Support Policies").

6.4.2 Depot Exchange: Contractor will provide a replacement for the failed Product at the Field Replacement Unit or subassembly level on an "advanced exchange" basis, utilizing a carrier of Contractor's choice. Replacement Product will be shipped the same day, for next business day delivery to County's location as further described in the Support Policies. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. County shall specify the address to which the Product is to be shipped. All shipments will include the Contractor provided RMA designating the applicable Contractor Depot Repair Center, as the recipient. County, 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.

6.4.3 Depot Repair: It is County's obligation to purchase and retain, at County's location and at County's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow County to replace failed Products at all County locations. Upon failure of an installed Product, County shall install a Spare Product to replace the failed Product. County shall also specify the address to which the repaired Product should be return shipped. County shall then return the failed Product, with the required RMA, to the applicable Contractor Depot Repair Center. Upon receipt of the failed Product, Contractor shall repair the failed Product and ship it, within ten (10) business days after receipt, to County. Contractor shall ship the repaired Product by regular surface transportation to County.

6.4.4 Device Software Updates Only: County shall be entitled to receive:

- a. Service packs for the Product (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Contractor's customer portal; and
- b. Access to the Contractor Support Services Center for the logging of requests for assistance downloading service packs for the Products.

6.5 Service packs for the Products are not installed by the Contractor Depot Repair Center but are available for download at Contractor's customer portal, provided County is maintaining the Products under an annual Equipment Support Services plan with Contractor.

6.6 Contractor warrants that all service packs and firmware updates provided under this Agreement shall materially perform in accordance with the Contractor published specifications for a period of ninety (90) days after download by County. In the event of a breach of this warranty, County's exclusive remedy shall be Contractor's repair or replacement of the deficient service pack(s) or firmware update(s), at Contractor's option, provided that County's use, installation and maintenance thereof have conformed to the specifications.

6.7 Responsibilities of County

County 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 County. In addition, County agrees to:

- a. Maintain the Products in an environment conforming to Contractor's published specifications for such Products;
- b. De-install all failed Products and install all replacement Products in accordance with Contractor's published installation guidelines;
- c. Ensure that the Product(s) are returned to Contractor properly packaged; and
- d. Obtain an RMA before returning any Product to Contractor and place the RMA clearly and conspicuously on the outside of the shipping package. County may only return the specific Product authorized by Contractor when issuing the RMA.

6.8 Support Exclusions

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

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. County's failure to continually provide a suitable installation environment (as indicated in Contractor's published installation guidelines) including, but not limited to, adequate electrical power;
- c. County's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Contractor's published specifications;
- d. County'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;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. County's repair, attempted repair or modification of the Products.

6.8.2 Professional Services provided by Contractor in connection with the installation of any software or firmware upgrades, if available, and if requested by County, are not covered by Equipment 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's customer web site provided County is maintaining the Product under an annual Equipment Support Services plan with Contractor.

6.9 Delivery

All domestic shipments are FOB Destination to/from County 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 County, with County responsible for all duties and V.A.T. when sending Product to Contractor (DDP). County agrees to pay or reimburse Contractor for any substantial increase in fuel surcharges which may occur.

6.10 Warranty

Contractor warrants that all repairs performed under the Agreement shall be performed in a professional and competent manner. ALL OTHER WARRANTIES FOR THE EQUIPMENT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

6.11 Default, Suspension, and Termination

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

6.11.2 County may terminate Equipment Support Services if Contractor is in default under the Agreement, and such default is not corrected within thirty (30) days after written notice. Contractor may terminate Equipment Support Services if County 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 County ceases to do business as a going concern or has its assets assigned by law.

6.12 Limitation of Remedies

The exclusive remedy of County and sole liability of Contractor shall be replacement of the repaired Product.

Section 7. Finger Scan and Facial Recognition Equipment.

7.1 For County's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), County warrants that it is compliant and will maintain compliance with all Applicable Laws with respect to its use of FS/FR Equipment. If required by Applicable Law, County further warrants that prior to using FS/FR Equipment it shall: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes; (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) ensure that any releases, consents, or policies required by applicable law shall expressly apply to Contractor and its authorized subcontractors.

7.2 County agrees to defend, hold harmless and indemnify UKG, its employees, directors, parent, subsidiaries and authorized partners and subcontractors (collectively, "UKG Indemnitees") for any claims, damages, penalties or fines asserted or awarded against a UKG Indemnitee arising out of or relating to County's breach of any of the warranties in section 7.1 above with respect to FS/FR Equipment. Upon receipt of notice of such a claim, County shall assume sole control of the defense and settlement of such claim; provided that: (i) UKG shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, on a monitoring and a non-controlling basis; (ii) County shall not settle any claim on any terms or in any manner that adversely affects the rights of UKG without its prior written consent; and (iii) UKG shall provide reasonable cooperation and assistance at County's sole cost and expense.

EXHIBIT C-2
Implementation, Professional and Educational Services Engagement Policies

The following are the policies under which Contractor will operate during the course of a customer engagement:

1. Contractor will provide the County with a Statement of Work (also known as the SOW) as set forth in Exhibit A 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 the County and must be negotiated and agreed in writing by the Parties in advance.
2. Any changes to the SOW will be reflected through the generation of a Contractor Change Order negotiated and signed by the Parties, which is initiated by the Contractor Project Manager and approved and signed by the County.
 - a. These changes could be due to an increase or change in project scope or deliverables, insufficient customer resources or time commitment, changes to customer project schedule, or technical limitations.
3. Unless otherwise addressed within this Agreement, 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 Statement of Work. In instances where specialized resources are requested, but not contained within the original Statement of Work, the quoted rate will be established as Contractor's current rate for such requested services.
4. Contractor personnel working at the County site shall have access to necessary infrastructure (servers, network, etc.).
5. In instances where Contractor personnel are working remotely access will be granted through the use of industry standard tools (VPN, DTS, GoToMyPC, PCAnywhere, etc.).
6. County agrees to not hire any Contractor employee who has performed services under the Agreement for a period of one-year after the completion of such services
7. If not hosted by Contractor Cloud Services, all required system administration, maintenance, backups, tuning, etc., is the responsibility of the County
8. County Data: To perform the implementation and to provide support after completion, Contractor may need to access and retain information regarding your employees and business organization. Contractor will take all reasonable steps to limit and safeguard the security of this information.
9. Scheduled Work Policies:
 - a. Professional Services
 - i. Professional Services work will be conducted during normal business hours, 8:00AM – 5:00PM, Monday through Friday.
 - ii. 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). Counties will be charged as follows:
 1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 - a. After Hours
 - i. All scheduled work will be billed at 1.5 times the contract rate by role
 - ii. After Hours is considered 5:00PM-8:00AM, Monday through Friday
 - b. Weekends
 - i. All scheduled work will be billed at 2.0 times the contract rate by role
 - ii. Weekends are considered 5:00PM Friday through 8:00AM Monday
 - c. Holiday
 - i. All scheduled work will be billed at 2.0 times the contract rate by role
 - ii. Holidays are any Contractor recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

b. Education Services

- i. All Education services (Training delivery and User Adoption Consulting) scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Counties will be charged as follows:
 1. After Hours
 - a. There will be a 1.5 times premium per student for public courses or per class for private day rates
 - b. After Hours is considered 5:00PM-8:00AM, Monday through Friday
 2. Weekends
 - a. There will be a 2.0 times premium per student for public courses or per class for private day rates
 - b. Weekends are considered 5:00PM Friday through 8:00AM Monday
 3. Holidays
 - a. There will be a 2.0 times premium per student for public courses or per class for private day rates
 - b. Holidays are any Contractor recognized Holidays, which include but not limited to: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

10. Travel Policies – County will only be responsible for travel fees if set forth in advance in a SOW. As may be set forth in a SOW:

- a. County is responsible for airfare, lodging and related travel expenses for onsite consultants.
- b. County is responsible for travel costs for employees attending training at a Contractor location.
- c. County is responsible for travel and related costs for a Contractor trainer/User Adoption consultant providing instruction at the County location.
- d. If a Contractor employee is required on-site per the customer request, a minimum of 8 hours will be billed per day.
- e. All travel time (portal to portal) will be billed at the current contract rate by role. Travel time above two hours in any one direction will be billed at the current contract rate by role.

11. Cancellation Policies: Contractor requires notification for the cancellation or rescheduling of Contractor personnel as well as the cancellation of Instructor led classes. County will be charged for failure to meet the following notification requirements:

- a. Professional Services:
 - i. 2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
 - ii. 1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
 - iii. Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays
- b. User Adoption Services Cancellation Policy
 - i. 2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
 - ii. 1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
 - iii. Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays
- c. Cancellation Policy Example:
 - i. Work is schedule for Wednesday, 1p-5p (4 hours)
 - ii. If customer cancels on:
 1. Friday – no penalty
 2. Monday – 50% of planned charges are invoiced (2 hours)
 3. Tuesday – 100% of planned charged are invoiced (4 hours)
 - iii. Cancellation Policy Example with a Holiday:
 1. Work is schedule for Wednesday, 1p-5p (4 hours)
 2. If customer cancels on:

- a. Thursday – no penalty
 - b. Friday – 50% of planned charges are invoiced (2 hours)
 - c. Monday – holiday, doesn't count as "business day"
 - d. Tuesday – 100% of planned charged are invoiced (4 hours)
- d. Education Services:
- i. For any PUBLIC course held in KnowledgeMap Live, attendees must cancel at least five business days before the class start date to avoid future registration restrictions.
 - ii. Contractor reserves the right to cancel classes up to two business days before the scheduled start date for public courses held in KnowledgeMap Live due to lack of enrollment or any other unforeseen circumstances.
 - iii. For any PRIVATE course held at a customer site or in KnowledgeMap Live; the private class must be cancelled at least ten business days before the private 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.

12. Additional Education Services Policies

a. KnowledgeMap Live Course Updates Policy

Courses are updated on a regular basis; the schedule for course updates is dependent on the nature of the update. Content errors or technical issues are resolved as soon as possible after they are reported. Other changes to course content and flow typically align with the software product release cycle or updates to Contractor ' software implementation methodology. These timelines vary, but for Contractor Dimensions this is approximately every three months. Content is reviewed by subject matter experts during these update cycles to verify continued currency and accuracy of content.

EXHIBIT C-3
Contractor Dimensions Service Level Agreement (Contractor Dimensions SLA)

Service Level Agreement: Contractor offers the Service Level Agreement and associated SLA Credits as described in this Contractor Dimensions SLA. This Contractor Dimensions SLA does not apply to the Boomi development environment described in the Exhibit - AtomSphere Service and Boomi Software.

Availability: The production environment of the Service will maintain **99.75% Availability**. SLA Credits become available starting the month after County's written "go live" confirmation is provided to Contractor.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, County is entitled to a credit to County's monthly invoice for the affected month, such credit to be equivalent to 3% of County's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of County's monthly PEPM Fees.

"Outage" means the accumulated time, measured in minutes, during which County is unable to access the production environment for the Service for reasons other than an Excluded Event.

"Excluded Event" means any event that causes unavailability to the Service due to (a) the acts or omissions of County, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Contractor or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by County; (d) any inconsistencies or changes in County's source environment, including either intentional or accidental connections or disconnections to the environment; (e) County Data; (f) Force Majeure events; (g) expected downtime during the Maintenance Periods described below; (h) any suspension of the Service in accordance with the terms of the Agreement; (i) the unavailability of required County personnel, including as a result of failure to provide Contractor with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Contractor to maintain and update the Services, when downtime may be necessary. County chooses maintenance window based on location of data center selected on Order Form.

The Maintenance Period is used for purposes of the Service Credit Calculation; Contractor continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current weekly Maintenance Period for each of the data center locations are:

- US/Canada Eastern Time from Thursday, 12:00 AM - 4:00 AM
- Australian Eastern Time from Thursday, 12:00 AM - 4:00 AM or
- Central European Time Thursday, 2:00 AM - 6:00 AM.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to County and ends when Contractor has restored availability to the Service.

Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

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

“Total Minutes Not Available (TM)” means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

Reporting and Claims Process

Contractor will provide County with Availability metrics on a monthly basis for each prior calendar month. County must request the applicable SLA Credits by written notice to Contractor within sixty (60) days of receipt of the metrics. County waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on Contractor’ records and data unless County can provide Contractor with clear and convincing evidence to the contrary.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

County acknowledges that Contractor manages its network traffic in part on the basis of County’s utilization of the Service and that changes in such utilization may impact Contractor’ ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if County significantly changes its utilization of the Service than what is contracted with Contractor and such change creates a material and adverse impact on the traffic balance of the Contractor network, as reasonably determined by Contractor, the Parties agree to co-operate, in good faith, to resolve the issue.

**EXHIBIT D
Contractor Dimensions Cloud Guidelines**

SOLUTION DEFINITION	
Tenants included	One standard production tenant One partial copy non-production tenant limited to 36 months of data
Additional tenants	Additional partial copy tenants available for purchase on an annual basis
CONNECTIVITY	
Connectivity to	<p>The customer's end users connect to Contractor Dimensions applications via a secure SSL/TLS connection over service the internet. Cooperation between Contractor and the customer's IT staff may be required to enable access. Contractor will assist with validating site connectivity but assumes no responsibility for the customer's internet connection or ISP relationships.</p> <p>Contractor-related internet traffic cannot be filtered by proxy or caching devices on the client network. Contractor Dimensions supports vanity URL, utilizing a single domain.</p>
SFTP ACCOUNTS	
SFTP accounts	<p>The Contractor 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 Contractor 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 Contractor cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Counties may also purchase additional managed service accounts.</p> <p>User accounts for individual (named) customer login are not supported by the SFTP service.</p>
MPLS/Site-to-cloud (optional)	Counties choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. Contractor will assist in provisioning of the link.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
USAGE	

Secure file transfer	Integration with Contractor Dimensions using the Contractor Cloud SFTP service is subject to the following limits: limits - 20 active concurrent sessions per SFTP account - File size transferred per SFTP session not to exceed 100MB - Storage quota of 10GB per SFTP account
Key performance indicators (KPIs)	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 Contractor Dimensions applications will be limited to 400 per customer.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
POLICIES	
Data refresh	County 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.
Contractor application updates	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.
County termination	Upon customer termination, Contractor will provide access to the service for an additional 30 days so the customer may extract data.
Security compliance	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, Contractor Dimensions maintains ISO27001 and 27018 compliance, and upon written request details are available which describes the covered components. County agrees not to upload payment card information, as the service is not certified for PCI DSS. County agrees not to upload health information that falls under the United States HIPAA law.
Disaster recovery	Recovery time objective: 24 hours Recovery point objective: 4 hours
Encryption	Data encryption in transit and at rest is included.
Third parties	The customer may contract with a third party to configure and/or implement Contractor 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 Contractor personnel or contractors employed by Contractor.

Legal Hold	<p>Contractor will comply with Applicable Laws 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 Contractor' control, Contractor will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. If the request is made by Customer and UKG is not a party to the litigation, the customer will reimburse UKG for the costs that UKG incurs to provide such assistance, such as reasonable professional services fees, copying, delivery, and other handling expenses. Subject to the above, Contractor will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, Contractor will not entertain requests to store or host legacy or archived customer data or documents for these purposes. Contractor periodically reviews all matters subject to legal hold, including data that is being retained.</p>
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EXHIBIT E Acceptable Use Policy

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the Services. The examples described in this Policy are not exhaustive. Contractor may modify this Policy at any time upon at least sixty (60) day written notice to County of a revised version. If County cannot comply or does not agree with such changes, County can terminate the Agreement by providing notice to Contractor within sixty (60) days of receiving the notice. If County violates the Policy or authorizes or helps others to do so, Contractor 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

County 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, Contractor’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

County 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. County 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.** County will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

(c) No Network Abuse

County may not make network connections to any users, hosts, or networks unless County 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

County 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. County will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. County 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

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

Contractor may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Contractor’s reporting may include disclosing appropriate customer information. Contractor 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 County becomes aware of any violation of this Policy, County will promptly notify Contractor and provide Contractor with assistance, as requested, to stop or remedy the violation.

EXHIBIT F
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 G
Definitions

1. **“Acceptable Use Policy”** and **“AUP”** are interchangeable terms referring to the Contractor policy describing prohibited uses of the Service as set forth in Exhibit E.
2. **“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.
3. **“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 County uses to access the Service.
4. **“Application(s)”** means those UKG Dimensions software application programs set forth on an Order Form which are made accessible for County to use under the terms of this Agreement.
5. **“Boomi AtomSphere Service”** means the third-party service for the creation of integrations by County as further described in Exhibit F, which the County and County’s Authorized Users have the right to access through the Service.
6. **“Boomi Software”** means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit F.
7. **“Claim(s)”** means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.
8. **“Confidential Information”** is any non-public information relating to each of County’s and Contractor’s businesses and those of Contractors’ 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.
9. **“Configuration(s)”** means the County 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.
10. **“Controls”** means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of County Data, designed and implemented by Contractor to secure County 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).
11. **“County Data”** means all content County, 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.

12. **“County Indemnified Party(ies)”** means County and County’s respective directors, officers, and employees.
13. **“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. Data Protection Laws are included in the definition of Applicable Laws.
14. **“Documentation”** means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides provided in advance in writing to County and any changes to such Documentation will only be made with at least thirty (30) days notice.
15. **“Educational Services”** means the services described in Section 3.2 of the Agreement (Educational Services), including but not limited to (i) UKG KnowledgeMap Learning Portal; (ii) UKG KnowledgeMap Live; and (iii) ala carte educational consulting services.
16. **“Equipment”** means Contractor equipment such as time clocks, devices, or other equipment set forth on an Order Form.
17. **“Equipment Support Services”** means the maintenance and support services related to Contractor’s support of Equipment as further described in Attachment A-1.
18. **“Feedback”** means suggestions, ideas, comments, know how, techniques or other information provided to Contractor for enhancements or improvements, new features or functionality or other feedback with respect to the Service.
19. **“Fees”** means the charges to be paid by County for a particular item.
20. **“Implementation Services”** means those professional services provided by Contractor to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.
21. **“UKG KnowledgeMap™”** means the online educational portal providing access to learning resources.
22. **“UKG KnowledgeMap™ Live”** means the service providing instructor led training by user role on a rotating course schedule.
23. **“Order Form”** means an order form mutually agreed upon by Contractor and County setting forth, among other things, the items ordered by County and to be provided by Contractor and the Fees to be paid by County.
24. **“Participating Entity(ies)”** means those Contractor or County entities that (i) directly or indirectly control, are controlled by, or are under common control with Contractor or County, 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.

25. **“Party(ies)”** means Contractor or County, or both of them, as the context dictates.
26. **“PEPM”** means the per employee per month fee for a County’s Authorized Users access to the Service.
27. **“Personally Identifiable Information”** means information concerning individually identifiable employees of County that is protected against disclosure under Applicable Data Protection Law.
28. **“Professional Services”** means the professional, consulting, or training services provided by Contractor pursuant to an Order Form and which are not described in a Statement of Work.
29. **“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 automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.
30. **“Service”** means the Contractor supply of the commercially available version of the Contractor Dimensions SaaS Applications in Contractor’s hosted environment and the services described in the Agreement related thereto.
31. **“Statement of Work”** and **“SOW”** are interchangeable terms referring to a written description of the Implementation Services.
32. **“Taxes”** means all applicable taxes relating to the goods and services provided by Contractor hereunder, including all duties and country, federal, state, provincial or local taxes (including GST or VAT if applicable) but excluding taxes on Contractor’s income or business privilege.
33. **“Technology”** means the intellectual property of Contractor within the Service, including but not limited to the Applications.



ORDER FORM

Order Type: Quote

Date: 25 Jul, 2023

Quote#: Q-139400

Expires: 15 Sep, 2023

Sales Executive: Christopher Kearney

Effective Date: Effective as of the date of last signature of this Order

Customer Legal Name:

The County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System

Ship To: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER
26520 CACTUS AVENUE
MORENO VALLEY, CA 92555 USA

Customer Legal Address:

26520 CACTUS AVE, MORENO VALLEY, CA 92555 USA

Bill To: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER
26520 CACTUS AVENUE
MORENO VALLEY, CA 92555 USA

Ship To Contact: Josh Alexander

Bill To Contact:

Ship to Phone: 9514866481

Ship to Mobile:

Contact: Josh Alexander

Email: j.alexander@ruhealth.org

Currency: USD

Customer PO Number:

Solution ID: 6199801

Initial Term: 60 months

Uplift Percent: 4 %

Shipping Terms: Shipping Point

Ship Method: FedEx Ground

Freight Term: Prepay & Add

Renewal Term: 12 months

Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

Data Center Location: USA

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG DIMENSIONS TIMEKEEPING HOURLY	6,050	USD 8.00	USD 48,400.00
UKG DIMENSIONS ACTIVITIES	400	USD 2.00	USD 800.00

Subscription Services	Quantity	PEPM	Monthly Price
UKG DIMENSIONS ADVANCED SCHEDULING	3,100	USD 2.00	USD 6,200.00
UKG DIMENSIONS ABSENCE	6,050	USD 2.00	USD 12,100.00
UKG DIMENSIONS HEALTHCARE ANALYTICS	6,050	USD 3.60	USD 21,780.00
UKG DIMENSIONS DATA HUB ENTERPRISE	6,050	USD 0.00	USD 0.00
Total Price			USD 89,280.00

Professional Services - Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS TRAIN THE TRAINER PACKAGE	User Adoption Consultant	3	USD 2,650.00	USD 7,950.00
Total Price				USD 7,950.00

Professional Services - Bill As You Go Services

Billing Frequency: Billed monthly as delivered

Professional Services - Bill As You Go Services	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Analytics Consultant	273	USD 150.00	USD 40,950.00
UKG DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Project Manager	375	USD 150.00	USD 56,250.00
UKG DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Data Hub Consultant	80	USD 150.00	USD 12,000.00
UKG DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Solution Consultant	1,302	USD 150.00	USD 195,300.00
UKG DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Integration Consultant	435	USD 150.00	USD 65,250.00
UKG DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Management Consultant	411	USD 150.00	USD 61,650.00
UKG DIMENSIONS ONBOARDING SERVICES ENTERPRISE	Technology Consultant	100	USD 150.00	USD 15,000.00
UKG DIMENSIONS ADVANCED TESTING SERVICES	Test Consultant	160	USD 150.00	USD 24,000.00
UKG DIMENSIONS INTEGRATION BUILD SERVICES	Integration Build Consultant	153	USD 110.00	USD 16,830.00
UKG DIMENSIONS USER ADOPTION SERVICES	User Adoption Consultant	125	USD 150.00	USD 18,750.00
Total Price				USD 505,980.00

Quote Summary



Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 89,280.00

Item	Total Price
Total Fixed Fees	USD 7,950.00

Item	Total Price
Total Bill As You Go Services	USD 505,980.00

Order Notes:

The parties agree that Customer is migrating from their existing Workforce Central Software as a Service applications (the "Existing Applications") on SID 6123682 to the UKG Dimensions Software as a Service offering ("WFD SaaS") on this new SID. Customer's Software as a Service Agreement governing the Existing Applications will continue for up to two payroll cycles within 60 days after migration to WFD SaaS, but in no event beyond December 31, 2025. After such period, Customer's rights to use the Existing Applications, along with the associated Software as a Service Agreement, will be terminated, unless otherwise noted herein.

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

Note that Customer has chosen to retain a portion of their existing K UKG Software as a Service applications on SID 6123682, which they will continue to use in a production system capacity, as follows:

Application	Quantity
WORKFORCE FORECAST MANAGER FOR HEALTHCARE V8 SAAS	650
Citrix License	4



The retained software applications shall remain active and will continue to be subject to the existing Software as a Service Agreement. Customer understands and agrees that they shall remain responsible for fees related to the Software as a Service Agreement for the retained software applications until such agreement is cancelled or terminated by Customer or UKG, in accordance with such agreement.

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

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

Customer is required to subscribe to Google Cloud Platform services including BigQuery and Storage from Google in order for Customer to receive the benefits of the UKG Dimensions Data Hub Enterprise solution. Customer will contract directly with Google for Google Cloud Platform services.

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

The County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System	Kronos Incorporated
Signature: 	Signature: <u>Cynthia Kennedy</u>
Name: <u>KEVIN JEFFRIES</u>	Name: <u>Cynthia Kennedy</u>
Title: <u>CHAIR, BOARD OF SUPERVISORS</u>	Title: <u>Order Processing</u>
Date: <u>8/29/23</u>	Date: <u>Aug 11, 2023</u>
ATTEST: KIMBERLY A. RECTOR, Clerk By  DEPUTY	

UKG Dimensions Statement of Work for The County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System and UKG. The scope of services described herein are time and materials and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

1. Introduction to Launch

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

Launch Phase	Description
Welcome	This phase involves four basic elements: UKG’s internal readiness and team assignments, Customer preparation, a project team initial kick off meeting, and Subscription Service(s) access.
Requirements	This phase includes discovery interviews with the Customer’s subject matter experts from different functional areas of the business. Information gathered enables UKG to understand the current system set up, define requirements for the project, and determine the best fit between the Customer’s business requirements and the UKG Subscription Service(s).
Build	This phase is designed to configure Customer’s Subscription Service(s), build interfaces, and, if applicable, migrate employee data from the legacy system. This phase also includes unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes the Customer’s integration and functional user acceptance testing (UAT) for the applicable Application(s).
Go Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Subscription Service(s) and transition to support.

2. Subscription Service(s) in Scope

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

Subscription Service	Project Type	Go Live Phase
UKG Dimensions Timekeeping	Enhanced Migration	Phase 1
UKG Dimensions Accruals	Net New	Phase 2
UKG Dimensions Attendance	Net New	Phase 2
UKG Dimensions Leave	Net New	Phase 2
UKG Dimensions Activities	Net New	Phase 1
UKG Dimensions Advanced Scheduling	Enhanced Migration	Phase 1
UKG Dimensions Healthcare Productivity	Net New	Phase 2

*Existing Healthcare Extensions solution in production

3. Launch Parameters

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

Launch Item	Guidelines
Project Launch and Go Live Phases	<ul style="list-style-type: none"> An Enhanced Migration launch assumes existing configuration will be migrated from the legacy system including services to introduce or retool existing workflows or policies during the migration. Integrations identified in the Professional Services and Subscription Service(s) Assumptions section of the SOW will be built and the launch of any Net New or previously unconfigured Subscription Services, if purchased,

Launch Item	Guidelines
Timeline and Pricing	<p>takes place in the Phase 1 or Phase 2 as identified per the Subscription Service(s) in Scope section of the SOW.</p> <ul style="list-style-type: none"> The target duration for the Phase 1 Enhanced Migration launch is expected to be 28 working weeks and assumes a single Go Live event for the Phase 1 Subscription Service(s) and integrations. All Phase 1 launch services end when the agreed upon scope of services is completed or expire 32 months after the Phase 1 project kick-off date, whichever comes first. Additional services, if necessary to complete the Phase 1 launch, will require a separate Service Request. Kick-off for the Phase 2 launch, if applicable, will be scheduled within 30 days of the Phase 1 launch Go Live. The target duration for the Phase 2 launch is expected to be 2 to 4 months and assumes a single Go Live event for the Phase 2 Subscription Service(s) and integrations. All Phase 2 launch services end when the agreed upon scope of services is completed or expire 4 months after the Phase 2 project kick-off, whichever comes first. Additional services, if necessary to complete the Phase 2 launch, will require a separate Service Request. Project timeline and pricing assumes the Customer will have established standardized HR, pay, and time policies/practices for employees included within this Order. It is also assumed the services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. Depending upon the preparation and engagement by the Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW. Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the Subscription Service(s) beyond what is provided by the delivered Subscription Service(s). Additional fees will apply if customization is required. Annual maintenance fees apply to all customizations. These fees are 15% of the cost of the customization. UKG's quoted pricing does not include the Excluded Items set out in this SOW
Interfaces and Custom Reports	<ul style="list-style-type: none"> In the event Customer requires additional UKG interfaces not specified in this SOW, such files will be scoped based upon complexity, delivered after Phase 1 Go Live, and billed at the then current rate. In the event Customer requires custom reports not specified in this SOW, such reports will be created upon Customer request, delivered after Phase 1 Go Live, and billed at the then current rate. In the event Customer is live and requires additional consulting services, data conversions, or configuration, those services will be scoped based upon complexity and billed at the then current rate. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.
Global Employees	<ul style="list-style-type: none"> The term "Global Employees" applies to employees based outside of the US and Canada Support for Global Employees is limited to services specifically identified within this SOW. Unless specified, no Subscription Service support for Global Employees will be provided under this SOW. UKG Professional Services will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.
Customer Tasks and Communication	<ul style="list-style-type: none"> Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project

Launch Item	Guidelines
	management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel	<ul style="list-style-type: none"> All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred. The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

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

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

Launch Phase	UKG	Customer	Deliverables
		to proceed to Test phase	
Test	<ul style="list-style-type: none"> Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Resolve Customer-reported defects 	<ul style="list-style-type: none"> Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Report and retest identified defects 	<ul style="list-style-type: none"> User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live	<ul style="list-style-type: none"> Provide production support and post-live support for transition to UKG's Support Services team 	<ul style="list-style-type: none"> Execute manager and end-user training Validate Subscription Service(s) and mutually agree to proceed with Go Live 	<ul style="list-style-type: none"> First live date has been achieved

5. Project Team Composition

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

UKG Resource	Key Responsibilities
Service Manager	<ul style="list-style-type: none"> Act as UKG project sponsor responsible to gain commitment for all project resources Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks
Project Manager	<ul style="list-style-type: none"> Develop and manage project schedule. Communicate overall project status and provide project reporting. Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution. Create and deliver all in-scope integrations
Integration Consultant	<ul style="list-style-type: none"> Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	<ul style="list-style-type: none"> Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Subscription Service Consultant(s)	<ul style="list-style-type: none"> Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests Complete the configuration life cycle per the launch methodology for Subscription Service(s) in scope

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

Customer Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> Act as Customer project sponsor responsible to gain commitment for all project resources Provide executive-level support to the project team Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	<ul style="list-style-type: none"> Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks Communicate overall project status and provide project reporting to Customer steering committee if applicable

Customer Resource	Key Responsibilities
	<ul style="list-style-type: none"> Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	<ul style="list-style-type: none"> Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> Provide subject matter expertise pertaining to the Customer's current business processes and policies for functional areas associated with in scope Subscription Service(s) Act as a primary resource and decision maker regarding Subscription Service(s) configuration Support Customer's User Acceptance Testing (UAT) effort during the Testing phase per the launch methodology and supplemental testing services, if purchased

6. Professional Services and Subscription Service Assumptions

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

Professional Training and User Adoption Services	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. Provide access to learning resources like job aids and videos for end users, superusers and administrators. Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption – Advise	<p>UKG will:</p> <ul style="list-style-type: none"> Assign a UKG User Adoption Consultant (a Prosci® certified Change Management Practitioner) who will leverage a set of tools and resources to help the Customer develop the change readiness strategy Provide consulting services to guide the Customer through 6 touchpoints, focused on key change readiness activities Schedule a change planning touchpoint early in the project to introduce the Customer to UKG tools and change methodology, assess Customer's change readiness and user adoption needs, and to define the timing for remaining touchpoints Provide Leadership/Sponsorship action and coaching plans, user adoption strategy and day in the life workflows, communication and training plans with tailored template materials, go live checklists and a reinforcement plan
User Adoption Assessment Workshop	<p>UKG will:</p> <ul style="list-style-type: none"> Conduct one (1) workshop(s) for up to fifteen (15) participants each to evaluate and assess Customer's user adoption needs Provide access to user adoption action plan, adaptable change management and user training templates
Train the Trainer Consulting Workshop	<p>UKG will:</p> <ul style="list-style-type: none"> Conduct three (3) workshop(s) for up to fifteen (15) participants each focused on user training delivery for manager and employee roles Provide standard hands-on exercises with the most common tasks for managers Provide access to editable PowerPoint and participant guide from the Manager Tasks and Outcomes course

Professional Testing Services	Assumptions
<p>User Acceptance Testing (UAT) Support</p> <p>Testing Essentials</p>	<p>UKG will:</p> <ul style="list-style-type: none"> • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from the Customer to validate system readiness prior to Go Live <p>UKG will:</p> <ul style="list-style-type: none"> • Direct and advise Customer team on the UKG recommended testing approach and guide the Customer's team in any desired manual testing • Facilitate a regular cadence of testing sessions with Customer Subject Matter Experts and Testers ranging from one (1) to three (3) hours per scheduled day over a 4-week period • Design, run, and review automated functional test case outcomes to accelerate the Customer's validation of their configured solution • Develop and maintain configuration matrix summarizing relationship between design elements and testcases, guiding the Customer in fully understanding what was tested <p>Customer will:</p> <ul style="list-style-type: none"> • Develop test schedule and report status of testing (total tests, pass/fail status, etc.) at the end of each session to facilitate system acceptance • Run weekly regression on passed tests to ensure no unexpected changes are introduced • Log and track defects to ensure they are retested by the Customer <p>Customer will:</p> <ul style="list-style-type: none"> • Provide Testers and Subject Matter Experts (decision makers knowledgeable of policies, contracts, use cases, etc.) • Ensure Testers complete recommended training prior to testing phase • Review, approve, and log defects of test outcomes and retest as needed
Professional Integration Services	Assumptions
<p>Flat-File Integration Templates</p>	<p>UKG will deliver the following integration templates in addition to those already included with Subscription Services. These will be delivered via encrypted flat file through a secure FTP site and processed as a scheduled event:</p> <ul style="list-style-type: none"> • UKG will deliver the following integrations using Boomi™ as part of the UKG Workforce Management Integration Hub. Integrations are assumed to be low to medium complexity with limited tailoring from UKG foundational templates (example: lookup table creation, modification, and mapping; addition of logic for derivation of required fields based on source data; export logic for payroll formats). Interfaces import or export standard flat files transferred via the UKG WFM Secure FTP (SFTP) environment. • For go-live, UKG will provide ten (10) interfaces, including the standards listed below: <ul style="list-style-type: none"> • Demographic Import • Payroll Export (Timecard Data) • The selection of an additional eight interfaces will be determined during the strategy review.
Professional Ancillary Services	Assumptions
<p>UKG Workforce Central Historical Access</p>	<p>UKG will:</p> <ul style="list-style-type: none"> • Provide historical access setup services with upgrade for read-only reporting purposes for Customer's existing instance of Workforce Central. • Provide hardware recommendations and assist with restoring the UKG database on-premise • Install/Upgrade base Workforce Central applications (if applicable) • Move reports (including custom) to the historical environment <p>Note: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On are excluded from the scope.</p>

Professional Advisory Services	Assumptions
Boomi Empowerment	<p>UKG will:</p> <ul style="list-style-type: none"> Support the Customer's certified Boomi professional resources in a knowledge transfer engagement for Dell Boomi in support of UKG Dimensions Workforce Management Provide one (1) day of remote training to familiarize the Customer's professional staff with UKG-specific integration technologies and template designs Review foundational components of Boomi enabling the Customer to support, create, and modify interfaces Provide two (2) starter templates (import and export) Provide up to three (3) additional days of remote support to Customer's resource
Subscription Services	Assumptions
UKG Dimensions Timekeeping and Accruals	<p>UKG will configure:</p> <ul style="list-style-type: none"> Migrate existing employee pay rules "as-is" (e.g., grouping of overtime, shift premiums, holiday zones, etc.) and provide up to 80 hours of reconfiguration support Up to 0 CBAs (customer bargaining agreements) Up to 5 data collection devices (if applicable) Up to 15 accrual polices (UKG Dimensions Workforce Management becomes the system of record for accruals) Two (2) Standard yes/no attestation workflows
UKG Dimensions Workforce Management- Attestation Plus	<p>UKG will configure:</p> <ul style="list-style-type: none"> Manager notification based on positive or negative responses to employee questions One (1) employee question based on one (1) of the following conditions: employee schedule; time of the punch; employee location; job transfer Three (3) workflow-based questions to guide employees through the attestation process for a single common event (e.g., follow-up on why a meal break was not taken, clarify if a manager was notified about unsafe conditions, etc.)
UKG Dimensions Absence- Leave and Attendance	<p>UKG will configure:</p> <ul style="list-style-type: none"> Federal leave policies Up to 1 state leave group(s), if applicable Up to 2 leave pay group(s) Up to 3 attendance policies. Note that complex attendance business policies may require two (2) or more attendance policies to fully implement. The in-scope policies apply to business policies.
UKG Dimensions Advanced Scheduling	<p>UKG will configure:</p> <ul style="list-style-type: none"> Up to twenty five (25) scheduling groups (schedule for a defined set of employees based on common tasks, skills, census/shift based, or other qualifiers – e.g., departments) Census/Workload Import, as applicable Skills/certs import SMS ShiftFill service may be elected to be deployed at as a future project after further evaluation of system deliverabled capabilities.
UKG Dimensions Healthcare Productivity	<p>UKG will:</p> <ul style="list-style-type: none"> Provide required configuration to deliver the following standard reports: <ul style="list-style-type: none"> Daily productivity Pay period productivity Volume detail Employee actual hours (labor distribution) Department actuals Productivity detail hours - pay period Deliver one (1) volume import (flat file) Deliver one (1) payroll import (flat file) Provide up to five (5) days of system administrator training for up to five (5) administrators Assist with two (2) Customer supported testing cycles

Subscription Services	Assumptions
UKG Dimensions Activities	<ul style="list-style-type: none"> • Support one (1) site / location and deliver a post implementation review • Kronos Management Consultant will lead Productivity training using a Train the Trainer Approach (TTT) <p>UKG will:</p> <ul style="list-style-type: none"> • Deliver up to two (2) results templates • Configure up to four (4) dynamic form types: start, stop, duration, results • Configure up to nine (9) offline form types (offline mobile data transactions are not supported) • Configure the following integrations as applicable: Activities Labor Category import; Activities Definitions import; Activities Results Codes import; Activities Transactions export to ERP or cost accounting system
UKG Dimensions Data Hub Enterprise	<p>UKG will:</p> <ul style="list-style-type: none"> • Deploy and configure Data Hub in a Google BigQuery database provisioned and set up by the Customer (includes detail, summary, and intraday datasets) • Provide detailed documentation including data dictionary • Provide up to four (4) of standard training/knowledge transfer • Provide consulting to support 3rd party BI or ETL tool connection and how to get started with dashboard/report development • Map out reporting or EDW extract requirements • Identify specific table/column and map it out based on the Customer's requirements

7. Service Requests

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

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

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

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