

UKG Pro Pay and/or UKG Pro People Center and UKG Pro Workforce Management

Services Description

1. Services Description

- 1.1. This Services Description applies to UKG's provision of the commercially available version of UKG Pro Pay and/or UKG Pro People Center and UKG Pro Workforce Management software as a service application(s) as listed in Section 1.2 and services when set forth on the Order. Subscription Services shall be delivered by means of Customer's permitted access to the infrastructure hosting Subscription Services. This Services Description is subject to and governed by the Order and the corresponding agreement that governs Customer's use of Subscription Services and other services.
- 1.2. This Service Description also applies to the following Subscription Services when set forth on the Order:
 - (a) UKG Pro Pay, UKG Pro People Center, UKG Pro Payment Services, UKG Pro Employee Pay, UKG Pro ACA Services, UKG Pro Check Printing, UKG Pro Basic SSO, UKG Pro Employee Voice, UKG Pro HCM NPRD, UKG Pro Talent Acquisition (UKG Pro Onboarding and UKG Pro Recruiting), UKG Pro Talent, UKG Pro Performance and Coaching, UKG Pro Internal Marketplace, UKG Pro Compensation, UKG Pro Learning, UKG Pro Benefits Administration, UKG Pro Talk, UKG Pro Document Manager, UKG Pro People Assist and UKG Pro Benefits Hub.
 - (b) UKG Pro Workforce Management (Hourly or Salaried), UKG TeleStaff Cloud, UKG Telestaff Cloud Non-Prod Additional Tenant, UKG Pro Absence, UKG Pro Accruals, UKG Pro Activities, UKG Pro Advanced Scheduling, UKG Pro Workforce Management Analytics, UKG Pro Auctions, UKG Pro Workforce Management Data Hub (Enterprise or Premium), UKG Pro Forecasting, UKG Pro Gaming, UKG Pro Workforce Management Healthcare Productivity, UKG Pro Leave, UKG Pro WFM Non-Prod Additional Tenant, UKG Pro Rotation Schedule, UKG Pro Scheduling, UKG Pro Strategic Workforce Planning, UKG Pro Task Management by Thinktime, UKG Pro Timekeeping (Hourly or Salaried), UKG Pro People Analytics with Pro Workforce Management Data (Premium or Enterprise), and UKG Pro WFM Talk.
- 1.3. Capitalized terms used but not defined in this Services Description will have the meanings ascribed to them in the Agreement.

2. Right to Access and Use

- 2.1. UKG will provide Customer with access to and use of the Subscription Services during the Order Term (which include the Initial Term and the agreed successive applicable Renewal Terms). Such right of access and use is limited to the Subscription Services specified on the Order and as described in this Section 2.
- 2.2. The Employee Types that are set forth in the Order are defined as follows ("**Employee Type**"):
 - 2.2.1. **Compensated Employees:** persons receiving a check, advice of deposit or otherwise compensated by the Customer using the Subscription Services.
 - 2.2.2. **HR Only Employees:** persons who are not Compensated Employees, People Center Employees or Limited Access Employees and reside in the United States and Canada. These employees shall only be accessing the Subscription Services for human resources record keeping only.
 - 2.2.3. **Global Employees:** persons who are not Compensated Employees, People Center Employees or Limited Access Employees and reside outside of the United States and Canada. These employees shall only be accessing Subscription Services for human resources record keeping only.
 - 2.2.4. **People Center Employees:** persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Subscription Services as set forth on an Order.
 - 2.2.5. **Limited Access Employees:** persons with a status of terminated who have access to the Subscription Services portal.

If Customer is using Employee Types outside of the definitions set forth in this Section 2, then UKG shall provide Customer with an updated order to amend and/or update the Employee Type usage and Customer agrees to execute such updated order. Such Order may include an increase in fees for such Employee Type and/or a change to the fees for the Subscription Services usage at the then current price. To the extent applicable to Customer, Customer shall notify UKG prior to the Billing Start Date of UKG Pro Pay and/or People Center as to which pay groups or component companies correspond to the Employee Type as set forth in the order. In the event the Customer has configured pay groups or component companies within UKG Pro Pay and UKG Pro People Center and makes changes or additions that affect the Employee Types as set

forth in an Order, Customer shall notify its UKG relationship manager of any changes or additions to ensure proper usage billing setup and accurate invoicing. In the event Customer does not notify UKG of such changes or additions, UKG is not responsible for any backdated credits due to improper billing setup as a result of any changes or additions made by Customer.

3. Fees, Payment and Invoicing

- 3.1. Subscription Services usage is priced as identified on the Order. UKG will monitor Customer's usage of the Subscription Services to calculate the fees.
- 3.2. If the Subscription Services are based on a variable usage model, then:
 - 3.2.1. Customer will pay UKG the Subscription Services fees for the Monthly Minimum Quantity set forth in the Order, and where applicable, for any additional use of the Subscription Services in excess of the Monthly Minimum Quantity ("**Usage Overage**"). The monthly Subscription Services fees (based on the number of employees multiplied by the applicable Subscription Services fee) may increase or decrease if the number of employees based on the Employee Types increases or decreases, but in no event will the monthly Subscription Services fee be calculated on less than the Monthly Minimum Quantity of employees as set forth in the Order.
 - 3.2.2. UKG will invoice the Customer for the Subscription Services as follows: (i) the Monthly Minimum Quantity commencing on the on the **Billing Start Date** and thereafter in accordance with the **Billing Frequency** stated on the Order and (ii) the Usage Overage, commencing on the earlier of the Billing Start Date or the date that Customer begins use of the Subscription Services in the UKG production environment, and monthly in arrears thereafter, unless agreed otherwise in the Order.
 - 3.2.3. Notwithstanding section 3.2 above and as it relates to the Monthly Minimum Quantity, the parties agree that (i) if the Billing Start Date is on or before the 15th day of a calendar month, UKG will invoice Customer the Subscription Services fee for the Monthly Minimum Quantity for that month and each remaining month of the Initial Term, and (ii) if the Billing Start Date falls after the 15th day of the calendar month, UKG will invoice Customer for the Subscription Services fees of the Monthly Minimum Quantity on the first day of the following calendar month and each remaining month of the Initial Term.
 - 3.2.4. The fees for the Launch services are based on the Launch Quantity in the Order. In the event that the number of Customer's employees exceeds 110% of the Launch Quantity in such Order as of the applicable Subscription Services live date, then Customer agrees to pay UKG at the then current rate per each additional employee launch. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the applicable Subscription Services live date and Customer shall not be charged for any additional Launch fees subsequent to that date. The Launch services shall be provided to Customer for only the services as set forth in the Statement of Work. Launch services outside of the scope of the Statement of Work shall be quoted to Customer and agreed upon by the Parties in writing.
- 3.3. If the Subscription Services are based on a fixed usage model, then Customer acknowledges and agrees that the UKG Pro Workforce Management Subscription Services access rights are limited based upon the number of employees identified on the Order. If Customer requires additional employees to have access rights to use the UKG Pro Workforce Management Subscription Services, then Customer may request an increase to the number of employees using the UKG Pro Workforce Management Subscription Services by entering into an additional Order.

4. Customer Data

Customer Data shall be available to Customer to retrieve at no additional charge throughout the term of an applicable Order.

5. Additional Tenant

- 5.1. If UKG Pro HCM NPRD is included in an Order, UKG shall make available to Customer a non-production test environment for human resources and payroll administration. Customer will receive up to a maximum of four (4) restores (initial and/or subsequent loading of Customer's data from Customer's production environment to Customer's test environment) per twelve (12) month period commencing on the Billing Start Date ("Test Period"). Customer acknowledges that the test environment, while functionally the same as the production environment is not scaled for, nor designed to replicate a fully operational production environment. Customer will identify the key contact personnel who will be responsible for scheduling and coordinating all activities related to the implementation and ongoing maintenance of the test environment.

- 5.2. UKG Pro Workforce Management and the related Subscriptions Services in Section 1.2(b) above, include one standard production tenant and one partial copy non-production tenant limited to 36 months of data. Additional partial copy tenant may be ordered on an annual basis for an additional fee.

6. UKG Pro Workforce Management

6.1. AtomSphere Service and Boomi Software

If UKG Pro Workforce Management is included in an Order (but excluding UKG TeleStaff Cloud), the following shall apply. "Boomi AtomSphere Service" means the third-party service for the creation of integrations by Customer, which Customer has the right to access through UKG Pro Workforce Management. "Boomi Software" means the third-party proprietary software associated with the Boomi AtomSphere Service. As part of the Subscription Services, Customer has the right to access and use the Boomi AtomSphere Service provided by Boomi, LP. ("Boomi") and a non-exclusive, non-transferable and non-sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Customer may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Subscription Services. If the Services and right to use Subscription Services terminate, Customer's right to access the Boomi AtomSphere Service and the Boomi Software also terminates. Customer understands and agrees that the AtomSphere Service and the Boomi Software may work in conjunction with third party products and Customer agrees to be responsible for ensuring that it is properly licensed to use such third party products. Customer further understands and agrees that (i) the AtomSphere Service and the Boomi Software are protected by copyright and other intellectual property laws and treaties, (ii) Boomi, its Affiliates and/or its suppliers own the copyright, and other intellectual property rights in the AtomSphere Service and Boomi Software, (iii) the Boomi Software is licensed, and not sold, (iv) this Services Description does not grant Customer any rights to Boomi's trademarks or service marks, and (v) with respect to the AtomSphere Service and Boomi Software, Boomi reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Services Description. Customer may, at its discretion, store other data on the systems to which it is provided access in connection with its use of the AtomSphere Service (the "Hosted Environment"). Customer is solely responsible for collecting, inputting and updating all Customer data stored in the Hosted Environment, and for ensuring that Customer complies with the Acceptable Use Policy with respect to the AtomSphere Service and Boomi Software. Customer agrees that such data may be accessed and used by Boomi and its representatives worldwide as may be needed to support Boomi's standard business operations with respect to the AtomSphere Service and Boomi Software. Customer agrees that data consisting of Customer contact information (e.g., email addresses, names) provided as part of Maintenance AtomSphere Services may be sent to Boomi's third party service providers as part of Boomi's services improvement processes. In connection with the use of the Hosted Environment and the AtomSphere Service, Customer may not (i) attempt to use or gain unauthorized access to Boomi's or to any third-party's networks or equipment; (ii) permit other individuals or entities to copy the Boomi Software; nor (iii) provide unauthorized access to or use of any Boomi Software or the associated access credentials. Customer shall cooperate with Boomi's reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section.

6.2. The UKG Pro Workforce Management Data Hub Enterprise

The UKG Pro Workforce Manage Data Hub Enterprise requires the use of certain Google Cloud Platform services including BigQuery and Storage. Customer will contract directly with Google for Google Cloud Platform services.

7. UKG Pro Employee Voice

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

8. Service Level Agreement

The Service Level Agreement is set forth in [Exhibit 1](#).

9. UKG Support Policy

The UKG Support Policy attached is set forth in Exhibit 2.

10. UKG Pro Payment Services

If Customer orders the UKG Pro Payment Services and/or UKG Pro Employee Pay such Subscription Services are described in Exhibit 3.

11. UKG Pro Print Services

If Customer orders the UKG Pro Print Services/Check Printing Services, such Subscription Services are described in Exhibit 4.

12. UKG Pro ACA Services

If Customer orders the UKG Pro ACA Services, such Subscription Services are described in Exhibit 5.

13. UKG Pro Recruiting, Candidate Match

13.1. If Customer purchases access rights to UKG Pro Recruiting or UKG Pro Talent Acquisition, Customer may enable Candidate Match. UKG Candidate Match includes tools, features, and functionalities powered by artificial intelligence solely available in English and in the United States. Candidate Match is not capable of processing other languages.

13.2. Due to the probabilistic nature of artificial intelligence, the use of Candidate Match may produce inaccurate results. The Customer acknowledges and agrees that: (a) the output should not be solely relied upon as completely accurate or as a replacement for professional advice; and (b) the output must be reviewed and assessed by human reviewers for accuracy and suitability before being used or shared. The Customer remains fully responsible for any data they provide and for the results or outcomes generated by the Subscription Services after processing Customer Data.

13.3. The Candidate Match score is not intended to replace the human judgment of Customer's own personnel during any step of the recruitment or hiring process.

13.4. Customer Responsibilities. Customer must:

- 13.4.1. provide legally adequate privacy notices, obtain necessary consents for the processing of personal data by Candidate Match prior deploying the functionality, and provide for individual's rights;
- 13.4.2. provide individual candidates with the opportunity to opt out or opt in, as appropriate under the applicable laws, from Candidate Match and have their application and information be processed manually by Customer; and
- 13.4.3. use Candidate Match in accordance with applicable laws and the UKG Acceptable Use Policy.

EXHIBIT 1

SERVICE LEVEL AGREEMENT FOR THE SUBSCRIPTION SERVICES AVAILABILITY

Service Level Agreement: UKG offers the Service Level Agreement (SLA) and associated SLA Credits as described herein, solely for UKG Core Subscription Services (*i.e.*, Subscriptions Services which are subject to the Services Descriptions governing UKG Pro Pay Services and UKG Pro People Center and UKG Pro Workforce Management).

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

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

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

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

The current maintenance window for UKG Pro Workforce Management and related Subscription Services covered by the same Services Description for each of the data center locations is:

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

The current maintenance window for UKG Pro Pay and/or UKG Pro People Center and related Subscription Services covered by the same Services Description for each of the data center locations is:

- System daily maintenance from 3:00 a.m. to 5:00 a.m. EST, up to but not to exceed a maximum of five (5) hours per month.
- Emergency maintenance, as required, when necessary.
- Extended release upgrade window, as required, three (3) times per year on either Saturday or Sunday from 2:00 a.m. to 8:00 a.m. EST.
- Extended system maintenance, as required, once per year on either Saturday or Sunday from 12:01 a.m. to 12:00 p.m. EST.
- If these activities will impact the Availability of the HR Service Delivery Subscription Services, UKG will use reasonable efforts to provide Customer advance notification (via e-mail for all customers having subscribed to the status page).

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

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

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

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

Reporting and Claims Process

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

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

EXHIBIT 2

CUSTOMER SUPPORT POLICY FOR UKG PRO PAY AND UKG PRO PEOPLE CENTER AND UKG PRO WORKFORCE MANAGEMENT

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

Priority Based Support

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

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

Service Coverage Period

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

Support Language

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

Support Exclusions

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

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

Critical Outages

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

Technical Escalation

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

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

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

Management Escalation

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

Remote Support

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

UKG Community

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

Additional Support Options

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

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

EXHIBIT 3

UKG PRO PAYMENT SERVICES

Regulated financial services, including regulated aspects of the UKG Pro Payment Services provided under this Services Description, will be performed by Kronos SaaS, Inc., a subsidiary of UKG Inc. For the purposes of this Services Description, UKG includes Kronos SaaS, Inc.

In the event of a conflict between the terms and conditions of this Services Description and the terms and conditions of the Agreement, the terms and conditions of this Services Description shall prevail as it relates solely to the UKG Pro Subscription Services.

1. Definitions

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

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

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

“**DDA**” means Direct Deposit Advices.

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

“**Employee Pay Liabilities**” means that portion of US Payroll Liabilities relating to the net payment of funds (wages or other compensation) to employees receiving a check or direct deposit from Customer using the Subscription Services. Employee Pay Liabilities do not include accounts payable or Voluntary Deductions.

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

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

“**Payroll Liabilities**” means as applicable the Employee Pay Liabilities, the Canadian and U.S. Payroll Tax Liabilities and U.S. Garnishment Liabilities related to a designated payroll check date that Customer owes but has not yet paid.

“**Payroll Tax Liabilities**” means that portion of Payroll Liabilities relating to payroll taxes, including, all applicable U.S. federal, state and local taxes, Social Security and Medicare and as applicable Canadian federal, provincial and territorial government source deductions which may include income tax withholding, Canadian Pension Plan and Employment Insurance.

“**Voluntary Deductions**” means that portion of Payroll Liabilities that an employee has voluntarily agreed to have withheld from their compensation and paid to another party (such as a creditor or other third party, including but not limited to 401(k) plans, insurance plans and dues).

2. Payment Services

2.1. Schedule and Exchange of Information

The parties agree with the following Payment Services Schedule:

	UKG Pro Payment Services
Data Remittance	By 12:00 pm (Customer's local time) no less than Two (2) Business Day prior to the applicable check/cheque date(s) For Canadian Payment Services, this applies to regular payrolls, supplemental payrolls, bonus payrolls, payrolls that fall on or around a Canadian holiday, and any adjustment payrolls.
Payment Services/ Cash Collection Report	One (1) Business Day prior to the applicable check/cheque date For Canadian reporting, within four (4) hours of Customer closing payroll for the applicable cheque date.
Funds Collection	Customer funds should be available in Customer's designated bank account(s) at open of business one (1) Business Day prior to the applicable check/cheque date. Funds must be received by UKG by 12:00PM Customer time.

In the event that processing is delayed by Customer, UKG may be required to utilize an alternative funding method. As a result of the delayed processing, additional fees may be imposed on Customer by UKG or its suppliers, including, without limitation, by the applicable financial institutions. Customer will be fully responsible for such additional fees.

2.2. Data Remittance

Customer will complete and close payroll using the time and delays outlines in the table above. Customer acknowledges that the data and all information from the completed payroll from the Subscription Services will be the basis for the Payment Services as provided for herein. Customer acknowledges and agrees to allow UKG access to Customer's masterfile(s) datastore in order to export data to provide the Payment Services herein.

UKG will not be liable for any invalidity or inaccuracy caused by Customer or Customer Data unless Customer so notifies UKG within one (1) business day of Customer's completion of payroll for the applicable check/cheque date or within ten (10) days of quarterly records being made available to Customer by UKG.

2.3. Cash Management

a. Reporting for Cash Collection – U.S.

Payment Service reports shall be available to Customer applicable to any given payroll closed within the defined parameters as set forth in the table above, in order to allow Customer to generate reports based upon such data at the open of normal business hours.

Reporting for Cash Collection – Canada

UKG will make the funding report available to Customer which is applicable to any given payroll closed within the defined parameters as set forth in the table above. The funding request will be basis for Customer to execute a wire transfer to UKG's designated Canadian financial institution.

In the event of late supplemental payrolls, bonus payrolls, or adjustment to payrolls, Customer must open a case in the customer support ticket logging portal to notify the Canadian Payment Services team of the additional tax data.

b. Funds collection

1. General

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

Customer agrees to maintain authorization to enable UKG to initiate direct wire, ACH, and reverse wire (for U.S. only) of Customer's designated bank account(s) and to maintain good and sufficient collected funds in

the Customer's designated bank account(s) to cover all funding transactions to be made under this Services Description.

Prior to Customer using the Payment Services in a production environment or when Customer is changing their designated bank account(s), Customer agrees to establish and successfully test authorization with its bank to allow for direct wire, ACH, and reverse wire (for U.S. only) in accordance with the terms of this Services Description.

2. U.S. Funds collection

UKG will debit Customer's designated bank account(s) for the Payroll Liabilities. Payroll Tax Liabilities not requiring "next day" payment and Garnishment Liabilities will be collected by ACH debit. Payroll Tax Liabilities requiring a "next day" payment will be collected by reverse wire.

3. Canadian Funds collection

Customer is required to provide good and collected Canadian funds to the UKG's designated Canadian financial institution via customer initiated direct wire transfer, for all Payroll Liabilities at least one (1) business day prior to the payroll cheque date by noon (12:00pm) Customer's local time. Funding via ACH or EDI is not permitted. Customer will utilize the funding request provided by UKG to determine the amount to fund.

No currency exchange between Canadian funds and United States funds will take place. UKG's designated Canadian financial institution will be in Canada, and UKG shall remit Customer's statutory deductions using Canadian currency.

c. Banking Transactions

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

In addition to Customer's other obligations under this Services Description, Customer agrees to comply with the NACHA rules applicable to it with respect to Customer's use of the Payment Services and Customer agrees that UKG shall have the right to require, on a reasonable basis, Customer to demonstrate its compliance with NACHA rules. Customer agrees not to originate transactions that violate applicable laws and regulations. International transactions are not allowed under the Payment Services.

In the event that UKG is prohibited from performing the Payment Services (or a portion thereof) as set forth herein due to a banking institutions' restrictions or other applicable regulatory restrictions, then UKG shall have the option to terminate the Payment Services (or any portion thereof) upon written notice to Customer.

d. Investment of Funds

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

e. Record of Collections and Disbursements

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

The specific record retention schedules established by governmental entities applicable to Customer are the responsibility of Customer and are not the responsibility of UKG or the services being provided under the Agreement. UKG has no responsibility or liability for maintaining or retaining said records for Customer.

2.4. Document Execution and Adjustments

Customer agrees that it will promptly respond to any and all reasonable requests, including without limitation execution of required documents, made by UKG for the purpose of UKG's performance of the Payment Services. UKG may amend or update the terms of this Services Description only as reasonably determined by UKG or as mandated by any governmental agency, taxing authority, banking partners or an authority overseeing banking or remittance transactions, provided such amendment or update does not adversely impact Customer's normal business operations. In such an event, Customer shall have the option to reject such amendment or update, in good faith, within thirty (30) days of receipt of notice of such amendment or update by providing written notice to UKG. In the event Customer rejects an amendment or update to the terms of this Services Description and such rejection materially inhibits or prohibits UKG's ability to perform

the Payment Services (or any portion thereof), UKG shall have the option to terminate the Payment Services (or any portion thereof) upon written notice to Customer.

Customer agrees to promptly and accurately perform its responsibilities as set forth in this Services Description and acknowledges that failure to do so may result in additional fees or costs to Customer, including in the event that UKG is required to expedite processes and/or perform additional work on behalf of Customer in order to meet regulatory requirements. Any such additional charges will be performed at the then current hourly rate which shall be billed as incurred.

In the event of termination of the applicable Order, Customer shall provide an executed, timely Payment Services termination form to UKG. In the event Customer does not provide an executed, timely Payment Services termination form to UKG, Customer shall be fully liable for actions taken by UKG resulting from Customer's failure to provide UKG such Payment Services termination form.

2.5. Data Retention

Customer agrees that UKG will retain Customer's wage and tax data applicable to Payment Services for a period not to exceed four (4) years from the date of termination of Subscription Services ("Retained Data"). Retained Data may be used for responding to tax notices, preparation of amended payroll tax returns or similar matters applicable to Customers term of Payment Services.

2.6. Payment Services

a. General

UKG is not obligated to commence providing the Payment Services and is not obligated to pay Customer's Payroll Liabilities for any payroll check date, until UKG has received all information and funding necessary to disburse all applicable Payroll Liabilities.

UKG is not responsible for any pre-existing errors or similar matters arising prior to commencement of the Payment Services by UKG or for any errors that may occur in the event the Customer fails to (i) provide UKG with all necessary, complete, and accurate information or (ii) fund the relevant amount of Payroll Liabilities for any payroll check date.

In addition to, and not in limitation of UKG's other rights hereunder, in the event that Customer fails to materially comply with its obligations under this Services Description, UKG may elect to terminate performance of the Payment Services (or any portion thereof) upon written notice to Customer. UKG shall provide Customer an opportunity to cure such failure that is capable of cure within thirty (30) days of Customer's receipt of written notice or such lesser period to the extent that such failure materially inhibits or prohibits UKG's ability to perform the Payment Services (or any portion thereof).

b. Tax Filing Services

Through the Tax Filing Services, UKG will:

- Prepare, deposit and file Customer's Payroll Tax Liabilities for those federal, provincial, state, and local jurisdictions (as applicable) listed by Customer on the company profile report (provided with the standard company set up package) and any updates provided to UKG by the Customer.
- Prepare a quarterly tax statement for each Federal Employer Identification Number (FEIN). This statement will include a summary of tax liabilities reported throughout the quarter, and account reconciliation and printed returns filed at quarter-end.
- Answer tax agency correspondence for tax deposits and returns filed by UKG.
- File amended returns including W-2Cs as required for returns processed under this Services Description by UKG.
- Provide W2 agency filings.
- Excluded for Canada only: **Year End Filing** - Customer is responsible for the following Year End filing:
 - Upload of XML files (T4's, RL1's, and Summary) to CRA and Quebec (if applicable) from UKG Pro.
 - File Provincial Annual Returns
 - File Statement of Wages for Worker's Compensation (if applicable).

c. Tax Information Acknowledgment:

As required by the Internal Revenue Service, the following information must be disclosed to taxpayers that utilize a third party to perform tax filing services on its behalf:

Customer acknowledges that it is responsible for the timely filing of employment tax returns and the timely payment of employment taxes for its Customer Payees, notwithstanding that Customer has authorized UKG

to file the returns and make the payments on its behalf. Customer is solely responsible for any penalties and interest assessed by federal, provincial, state, and local jurisdictions (as applicable), except to the extent that (i) UKG's negligence results in the assessment, (ii) Customer gives timely notice to UKG, and (iii) Customer mitigates its damages including timely appeals or assigning appeal rights to UKG.

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

d. Garnishment Disbursement Services – U.S. only

UKG is not responsible for providing additional administrative services, including, but not limited to, agency research, account reconciliation, garnishment data input and adjustments. Customer is solely responsible for the setup of the garnishment requirements in the UKG Pro Software in accordance with the UKG Pro Documentation and UKG is not responsible for same. UKG is not responsible for any errors that result from Customer's failure to comply with this paragraph.

Through the Garnishment Disbursement Services, UKG will remit Customer's Garnishment Liabilities for those federal, state, and local payment processing units and any individual third party(ies) to which an employee of Customer owes a debt and has agreed or is compelled by requisite governmental authority to resolve via garnishment of employee's wages. UKG will make available a report of garnishment activity to Customer summarizing funds collection and disbursement transactions completed for the designated payroll check date(s). Customer will not set up Voluntary Deductions for payment through UKG's Garnishment Disbursement Services.

e. UKG Pro Employee Pay – only available in the continental U.S. and if and as included on the Order

1. UKG Pro Employee Pay – UKG Responsibilities:

For Employee Pay Liabilities completed by Customer in the UKG Pro Software for the designated payroll check date(s), excluding manual checks issued from Customer's bank account, UKG will issue payroll payments to the designated employees by: (a) submitting payment information to the appropriate funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to the designated bank accounts of an employee ; and/or (b) create negotiable paychecks payable to the order of an employee drawn from an UKG bank account. Each paycheck will be printed on UKG check stock with an UKG officer's signature and UKG logo using the check date provided by Customer.

In the event UKG becomes aware that Customer or an employee is designated as an entity or person for which funds cannot be processed due to banking or regulatory restrictions (including, but not limited to, restrictions imposed by the U.S. Department of Treasury's Office of Foreign Assets Control), UKG will no longer provide UKG Pro Employee Pay to Customer. Prior to termination, UKG shall provide reasonable notice to Customer provided the applicable banking or regulatory restrictions permit such notice.

UKG will make available an employee pay report to Customer summarizing completed funds collection and disbursement transactions, including outstanding and stale dated payroll checks. UKG will notify Customer in the event UKG is unable to make payment to an employee. Funds held by UKG for stale dated payroll checks and employee payments that cannot be made will be returned to Customer.

Provided Customer has met the data remittance and funding deadlines outlined above, direct deposit payments remitted by UKG through UKG Pro Employee Pay will settle on the payroll check date. The funds availability policy of each employee's bank is different, and UKG cannot guarantee when these funds become available.

2. UKG Pro Employee Pay - Customer Responsibilities:

In connection with UKG Pro Employee Pay, Customer agrees to (and bears responsibility for):

- Review and audit all payroll data, reports and other materials prior to committing the payroll through the UKG Pro Software. Customer shall correct any discrepancies or errors in such materials prior to the next scheduled processing;
- Monitor changes to those laws specifically applicable to Customer's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and Customer shall be responsible for any changes to its payroll processing requirements as a result of such laws;

- Correct direct deposit exceptions and update direct deposit information before transmitting payroll data for Customer's next payroll (otherwise Customer could be in breach of applicable laws or regulations, including, but not limited to, NACHA and other banking or other applicable laws or regulations, and Customer may incur fines as a result);
Be responsible for contacting employees to resolve payment of any voided paychecks and reimburse UKG for any losses and fees incurred by UKG in circumstances where UKG honors Customer's request to initiate a stop payment order but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of an employee);
- Requiring employees to complete, sign and maintain any account funding authorizations or other documents or authorizations necessary for UKG to provide UKG Pro Employee Pay, including authorizations for the initiation of credit entries. Customer shall maintain a readily available copy of signed documents and authorizations. Without limitation, Customer shall ensure that each employee utilizing UKG's DDA service has authorized the initiation of credit entries and the crediting of the employee's account, as well as the debiting of the employee's account through a file reversal in the event of a returned item from Customer's account or any funding deficiency by Customer (to extent permitted by law). Customer must ensure that such authorizations are operative at the time of transmittal and crediting/debiting of the employee's accounts;
- Grant to UKG the authority to issue payments on behalf of Customer, and to take such other action as may be necessary from time to time in connection with the provision of UKG Pro Employee Pay, which, depending on the circumstances, may include but not limited to, the authorization of UKG to instruct Customer's designated bank to stop payment and/or to refuse payment as required to provide the UKG Pro Employee Pay;
- Prenote direct deposits for all of Customer's employees before UKG Pro Employee Pay is activated and, (if required by customer) for each new Customer employee who elects direct deposit or in the event a Customer employee makes a bank account change; UKG Pro Employee Pay does not include manual check printing. Customer may issue manual checks from their own bank account;
- Customer shall not distribute any checks to any employee prior to the check date. Any checks presented for payment prior to the check date may be returned unpaid by the bank, and UKG may impose upon Customer an early check cashing fee of \$25.00 per unit;
- If Customer desires to stop payment on any check, Customer shall provide UKG with a stop payment request in such form required by UKG. UKG shall then place a stop payment order with UKG's bank within twenty-four (24) hours of UKG's receipt of such stop payment request. Customer shall not request UKG to stop payment on any check that represents funds to which the applicable employee is rightfully entitled. Customer agrees to indemnify, defend, and hold harmless UKG and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any check requested by Customer and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check; and Customer shall be responsible for payment of all applicable banking fees pursuant to UKG Pro Employee Pay. Fees imposed to employees or Customer by an employee's bank or a check cashing facility are not the responsibility.

EXHIBIT 4

UKG PRO PRINT SERVICES/ CHECK PRINTING SERVICES

1. UKG Pro Check Printing

1.1. UKG will print Customer's United States and/or Canada checks and/or Direct Deposit Advices ("DDAs") on a per Check Print Request (defined as a group standard check export files from the Subscription Services uploaded together into one request) basis and deliver or mail as requested by Customer. United States and Canadian checks or DDAs will be processed separately.

The printing and distribution of any DDA will be performed for an additional fee as set forth in Section 1.2c.

- o **Standard Printing** – For each Check Print Request that is received by 3:00PM in Customer's time zone, UKG will use commercially reasonable efforts for such request to be printed and shipped within the next business day. Each check export file received after 3:00PM in the Customer's time zone will be printed and shipped within two (2) business days.
- o **Expedited Printing** – Upon Customer's request, UKG shall make commercially reasonable efforts to expedite a Check Print Request that is received by 12:00PM in Customer's time zone to be printed and shipped the same business day for the fee set forth in Section 1.2c. Check export files received after 12:00PM in Customer's time zone cannot be expedited. Any expedited Check Print Request that is not shipped the same business day will not be charged the expedited fee.

1.2. Customer will provide the check export file to UKG via the standard delivery methodology as required by UKG. Customer acknowledges that the data and all information from the completed payroll from UKG will be the basis for the Check Print services as provided for herein.

a. Year End Tax Forms

UKG Pro Tax Forms Printing

UKG will be responsible for printing W-2, 1099, T4 or Relevé 1 forms for Customer as applicable. UKG will supply the form and Customer will be responsible for shipping costs. Customer will also be responsible for UKG's then-current handling fees.

b. Print Shipping

UKG Pro Print Shipping

UKG shall be responsible for delivering printed documents to the carriers set forth below, as selected by Customer.

First Class Mail (Direct mail to employees)

UPS - Next Day Air & 2nd Day Air, Ground (Tax Forms ONLY)

FedEx - Next Day Air & 2nd Day Air

Customer shall have the option to use their own Fed Ex or UPS account number.

UKG shall not be responsible for the actions or inactions of any shipping carrier.

For the purposes of this section, printing and delivery are applicable to business days only (excluding UKG holidays). Print Requests received by UKG on a non-Business Day or an UKG holiday shall be deemed to have been received on the following business day. Also, customer time zone shall be deemed the customer's main location within the 48 contiguous states, within the United States or within the provinces and territories in Canada from the Eastern to Pacific time zones.

Additional services outside the scope of this Service Description, including, but not limited to, pay group setup, component company setup, bank setup, signature, logo, custom setup, missing and/or incorrect information, and return package, will be provided upon Customer request and billed at the then current rate as incurred.

c. Fees

Services	Fees
Check/DDA	For U.S. - USD\$.50 per Check/DDA For Canada - CAN\$.50 per Check/DDA

Year End Form	For U.S.- USD\$2.00 per Form page For Canada - CAD\$2.00 per Form page
Check Print Handling/Split Package	For U.S.- No charge for first 5 splits, USD\$4.00 per split thereafter – per Check Print Request For Canada - No charge for first 5 splits, CAN\$4.00 per split thereafter – per Check Print Request
Year End Form Handling	Customer is responsible for handling fees at the then-current rate
Shipping/Delivery Methods	Customer is responsible for all shipping charges, whether billed by UKG as a pass-through expense or direct billed to Customer via its own carrier
Check Print Expedite Processing Fee	For U.S. - USD\$250.00 per Check Print Request, upon request by Customer For Canada - CAD\$250.00 per Check Print Request, upon request by Customer
Check Print Launch Fee	For U.S. - USD\$2,000.00 For Canada – CAD\$2,000.00

EXHIBIT 5

UKG PRO ACA SERVICES – U.S. ONLY

1. UKG Pro ACA Toolkit

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

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

ACA Data Remittance

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

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

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

3. 1095-C File Capabilities (State Only)

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

Assumptions:

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

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