



## Master Terms and Conditions – US Public Sector

These Public Sector Master Terms and Conditions (this “**Agreement**”) is made between the UKG entity (“**UKG**”) and the customer entity signing this Agreement (“**Customer**”) and sets forth the terms and conditions governing Customer’s use of UKG Software as a Services offerings, Equipment and other related Professional Training and Support Services that are stated on the Order, in Exhibit C or Statement of Work, including any attachments thereto. This Agreement is effective as of the date of the last Party to sign below (“**Effective Date**”). Capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the applicable Order, Exhibit C or SOW.

### 1. Services

- 1.1 **Subscription Services.** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Contractor of all fees and Customer’s compliance with this Agreement, the Services Description, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.
- 1.2 **Support Services.** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG shall use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at <https://www.ukg.com/saas-support-policies-and-services>. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.
- 1.3 **Professional Services.** UKG shall provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work or Exhibit C. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties will need to amend the current order or Statement of work and will be agreed upon by both parties in writing or execute additional Orders or Statements of Work.
- 1.4 **Training Services.** In connection with a Subscription Service, UKG shall provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training Services outside the scope of this section shall be provided by UKG as described in the Order and Statement of Work.

### 2. Acknowledgements

- 2.1 **Reservation of Rights.** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no “work for hire” created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.
- 2.2 **Use Restrictions.** Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create Internet “links” to the Subscription Services or “frame” or “mirror” the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.
- 2.3 **Customer Feedback.** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services (“**Feedback**”), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute,

disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

- 2.4 Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates. Should such subcontractors acts or omissions cause a breach of UKG's obligations under this Agreement, UKG shall be responsible as if they caused the breach.
- 2.5 Compliance with Laws.** UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer will comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.
- 2.6 Upgrades and Modifications.**
- 2.6.1 Upgrades.** The Subscription Services may be upgraded or changed at any time as required by normal business conditions, provided that such changes will not materially diminish the functionality of the Subscription Services. Any changes to the Subscription Services will be applicable to all UKG customers of the Subscription Services and material changes will be deployed with reasonable advance notice.
- 2.6.2 Modifications.** UKG may unilaterally revise its Master Services Agreement ("MSA") terms if they are not material. For revisions that will materially change the terms of the Agreement, the revised MSA terms must be incorporated into the Agreement which will be published. Any MSA terms or conditions unilaterally revised that are inconsistent with any material term or provision of this Agreement shall not be enforceable against the Customer, and the Customer will not be deemed to have consented to them.
- 2.7 Acceptable Use.** Customer will use the Subscription Services in full compliance with the Acceptable Use Policy attached as Exhibit 1 and which could be found in <http://www.ukg.com/acceptable-use-policy> ("**Acceptable Use Policy**"), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.
- 2.8 Access Credentials.** Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its departments or public agencies which Customer controls without requiring such department or public agency to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor. Customer authorizes UKG to provide such Customer contractors access to the Subscription Services.
- 2.9 Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

### 3. Fees and Taxes

UKG understands that Customer may be subject to Applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

- 3.1 Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined on the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant the then current Initial Term or Renewal Term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.
- 3.2 Taxes.** *This section applies only if Customer has not provided with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* The fees exclude, and Customer will be responsible for, all applicable sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income)("Taxes").
- 3.3 Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

#### 4. Data, Security and Privacy

- 4.1 Ownership of Customer Data.** Customer will retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but Customer is responsible for maintaining backup copies of all data and information that Customer inputs into the Services or otherwise provides to UKG.
- 4.2 Use of Customer Data.** Consistent with common Software as a Service (SaaS) industry practices and in accordance with Applicable Laws, UKG collects Customer Data to keep Services regularly up to date with appropriate market standards and security. All Customer Data collected is used solely for the purpose of providing and improving the Services and enhancing the customer experience with new functionalities.
- 4.3 Collection of Personal Information.** Services may employ applications and tools that collect and process Personal Information that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Information, Customer may need to uninstall or discontinue using certain Services.
- 4.4 Data Privacy and Security.** Each Party agree to comply with Applicable Laws in its processing of Personal Information. UKG and its subprocessors will process Personal Information in accordance with UKG's DPA. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.

#### 5. Confidentiality

- 5.1 Definition.** "Confidential Information" is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.
- 5.2 Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.
- 5.3 Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.
- 5.4 Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

- 5.5 Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.
- 5.6 Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).
- 5.7 FOIA/Public Disclosure Laws.** Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents including the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes) or other open-records or public disclosure Applicable Laws. Customer may disclose such information or records that are public records (unless otherwise declared by law to be confidential) and that are subject to inspection and copying by third parties upon written request to the extent compelled by such Applicable Laws; provided that, Customer uses reasonable efforts to provide prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UKG's cost, if UKG wishes to limit or contest the scope of the disclosure in whole or in part.

## 6. Warranty

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



## 7. Term and Termination

**7.1 Term of the Agreement.** The term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order which will all co-term or as otherwise terminated as permitted in this Agreement. Upon Customer's written acknowledgement or payment of the applicable renewal invoice, at the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will renew for the duration indicated on the Order as the Renewal Term and issued by purchase order.

### 7.2 Types of Termination

**7.2.1 Non-renewal.** Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Initial Term or a Renewal Term.

**7.2.2 For Cause.** Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services without notice if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

**7.2.3 For Non-Appropriation of Funds.** If Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement, then, to the extent required by law, the following will apply: Customer may terminate the Service in the event of a reduction in appropriations to any fund(s) from which UKG is to be paid for Services ordered under this Agreement but not yet delivered. Customer will provide a ninety (90) day prior written notice in the event of such termination to UKG and Customer agrees to pay for the products delivered and the services performed by UKG prior to the effective date of such notice. In the event of such termination, Customer will not be entitled to a refund of pre-paid Services, such as the support fees. Customer acknowledges that by executing an Order Form for the Services, Customer has received fiscal appropriations for the amounts due during the Initial or Renewal Term (as applicable) as indicated on such Order.

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

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

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

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

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

## 8. Indemnification

**8.1 Claims Against Customer.** UKG shall defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims

to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

- 8.2 Mitigation.** In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the applicable Subscription Services and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.
- 8.3 Exceptions.** UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) use other than as expressly permitted by this Agreement or by UKG in writing; or (b) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.
- 8.4 Qualifications.** Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.
- 8.5 Government Control of Defense.** If Customer is a US Federal, State, or Local governmental entity, then, to the extent required by law, the following will apply: Any provision of the Agreement requiring UKG to defend or indemnify Customer is hereby amended, solely to the extent required by Applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer) has the right to represent the respective Federal or SLED entity in litigation and other formal proceedings at its own cost. Subject to approval of the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer), if applicable, Customer will tender defense of action to UKG upon request by UKG.
- 8.6** This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.

## 9. Limitations of Liability

- 9.1 Monetary Cap.** EXCEPT WITH RESPECT TO (I) UKG'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, AND (II) A CLAIM BY CUSTOMER FOR PERSONAL BODILY INJURY OR DEATH CAUSED BY UKG IN CONNECTION WITH THIS AGREEMENT, DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE PROVIDED TO CUSTOMER WILL IN NO EVENT EXCEED THREE (3) TIMES THE AMOUNT PAID OR PAYABLE TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).
- 9.2 Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.
- 9.3 Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INsofar AS APPLICABLE LAW

PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 10. General

- 10.1 Jurisdiction & Dispute Resolution.** This Agreement is governed by and is to be interpreted solely in accordance with the laws of the State of Nevada, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in Nevada, in any dispute arising out of or relating to this Agreement. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.
- 10.2 Federal Government Use Provision.** If the ultimate end user is a U.S. federal government entity, then it acknowledges that the Subscription Services, Equipment and Documentation consist of "commercial services" and "commercial products," as defined in FAR 2.101, consisting of "commercial computer software," "commercial computer software documentation" and "technical data" as these terms are used in FAR 12.211-12.212 and in DFARS 227.7202, as applicable. All such government end users will comply with this Agreement while using Subscription Services, Equipment and Documentation. the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Subscription Services, Equipment and Documentation shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If such Customer needs any additional rights, it must negotiate a mutually agreed addendum to these Agreement specifically granting those rights.
- 10.3 Export.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied- party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 10.4 UKG's Employer Obligations.** UKG is responsible for compliance with all requirements and obligations relating to its employees under all Applicable Laws including, but not limited to, employer's obligations under laws relating to: payroll, income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.
- 10.5 Human Trafficking and Modern Slavery.** UKG shall comply with all Applicable Laws regarding slavery and human trafficking of the state, province, and country/countries in which they are performing the Services and doing business, including, but not limited to, the California Transparency in Supply Chains Act and the United Kingdom Modern Slavery Act.
- 10.6 E-Verify.** To the extent required by Applicable Laws, UKG agrees to utilize the U.S. Department of Homeland Security's E-Verify system, to verify the employment eligibility of all persons assigned by UKG to perform work in the United States pursuant to this Agreement.
- 10.7 Severability and Waiver.** The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.
- 10.8 Surviving Provisions.** Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.
- 10.9 Assignment.** This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. In the event of such an assignment, the non-assigning party

shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. In no event shall Customer have the right to assign the Agreement to a direct competitor of UKG. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

- 10.10 Force Majeure.** If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.
- 10.11 Publicity.** Intentionally Omitted.
- 10.12 Notice.** When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: [UKGLegal@ukg.com](mailto:UKGLegal@ukg.com) with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Notices sent elsewhere will not be considered effective under this Agreement. Any cure period required under this Agreement will begin on the date the notice is received.
- 10.13 eSignature.** Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.
- 10.14 No Third Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.
- 10.15 Titles and Headings.** Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 10.16 Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.
- 10.17 Insurance.** Attached hereto as Exhibit E.
- 10.18 Entire Agreement.** This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

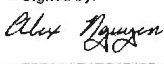
## 11. Definitions

- 11.1. "Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.
- 11.2. "Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.

- 11.3. **"Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.
- 11.4. **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Information.
- 11.5. **"Documentation"** means the written specifications for the Subscription Services or other published online by UKG on its community pages accessible at <https://www.ukg.com/support> and <https://library.ukg.com/>, such as user manuals and administrator guides, as well as the Services Descriptions.
- 11.6. **"DPA"** means UKG's U.S. Data Processing Agreement included herein as Exhibit D.
- 11.7. **"Order"** means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.
- 11.8. **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.
- 11.9. **"Personal Information"** means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information"
- 11.10. **"Professional Services"** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.
- 11.11. **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.
- 11.12. **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offerings located at <http://www.ukg.com/services-descriptions>.
- 11.13. **"Statement of Work"** or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.
- 11.14. **"Subscription Services"** means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.
- 11.15. **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.
- 11.16. **"Training Services"** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.
- 11.17. **"UKG"** means UKG Kronos Systems, LLC., a Massachusetts limited liability company with its principal place of business at 900 Chelmsford Street, Lowell, MA 01851.



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

UKG Kronos Systems, LLC	Clark County
Dated: 11/6/2025   1:53 PM EST	Dated:
By: <div><div>Signed by:</div><div> 75E2AAE4EC17425...</div></div>	By:
Name: Alex Nguyen	Name:
Title: Order Processing Analyst	Title:

**APPROVED AS TO FORM:**

STEVEN B. WOLFSON, District Attorney

By:   
Sarah Schaerrer (Nov 25, 2025 11:57:45 PST)  
SARAH SCHAERRER  
Deputy District Attorney

## Exhibit 1

### Acceptable Use Policy

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

#### 1. Prohibited Use.

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

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	<p>Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to:</p> <p><b>Illegal Activities.</b> Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.</p> <p><b>Harmful or Fraudulent Activities.</b> Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.</p> <p><b>Infringing Content.</b> Content that infringes or misappropriates the intellectual property or proprietary rights of others.</p> <p><b>Offensive Content.</b> 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.</p> <p><b>Harmful Content.</b> 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.</p>
(b) No Security Violations	<p>Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to:</p> <p><b>Unauthorized Access.</b> Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.</p> <p><b>Interception.</b> Monitoring of data or traffic on a System without permission.</p> <p><b>Falsification of Origin.</b> 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.</p> <p><b>No Use of Robots.</b> Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)</p>
(c) No Network Abuse	<p>Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to:</p> <p><b>Monitoring or Crawling.</b> Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.</p> <p><b>Denial of Service (DoS).</b> Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.</p> <p><b>Intentional Interference.</b> 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.</p>



PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	<p><b>Operation of Certain Network Services.</b> Operating network services like open proxies, open mail relays, or open recursive domain name servers.</p> <p><b>Avoiding System Restrictions.</b> Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.</p>
<b>(d) No E-Mail or Other Message Abuse</b>	Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

## 2. Monitoring and Enforcement

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

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

## 3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.

## Exhibit 2

### EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

#### 1. Definitions.

In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

**"Depot Exchange Service"** means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

**"Depot Repair Service"** means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

**"Equipment"** mean UKG equipment such as time clocks, that are included on the Order.

**"Equipment Description"** means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

**"Equipment Documentation"** means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at <https://www.ukg.com/support>.

**"Equipment Support Services"** means Equipment maintenance and support services option stated on the Order.

**2. Purchase or Rental Equipment.** Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit A applies, and if Customer rents Equipment, Exhibit B applies.

**3. Payment and Invoicing.** The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.

#### 4. Shipping and Title.

**4.1 Shipping.** UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

**4.2 Shipments to United States Destinations.** All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

**4.3 Shipments to Destinations Outside of the United States.** Customer agrees that no Equipment purchased or rented by Customer from UKG will require shipments to destinations outside of the United States.

**4.4 Title.** Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

#### 5. Customer Responsibilities.

**5.1 Use of Equipment.** Customer will (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.



**5.2 Returning Equipment.** When returning Equipment as permitted by the Addendum, Customer will (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

**5.3 Restrictions.** In addition to the Use Restrictions set out in Section 2.2 of the Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

## **6. Support Services.**

**6.1 Description.** UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

### **6.2. Support Process.**

**(a) Troubleshooting and return.** In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer will notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

**(b) Additional terms for Depot Exchange Service.** UKG shall replace Equipment subject to Section 6.2(a). UKG shall ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer will package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

**(c) Additional terms for Depot Repair Service.** Subject to Section 6.2(a), Customer will ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

**(d) Device Software Maintenance.** If Customer has active Device Software Maintenance, UKG shall provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services.

**(e) Per-event Repair Service.** Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer will ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

**6.3 Spare Equipment.** For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

**6.4 Exclusions.** UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

- (a)** Any cause external to the Equipment including, but not limited to Force Majeure causes;
- (b)** Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;
- (c)** Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;
- (d)** Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;

- (e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or
- (f) Customer's repair, attempted repair or modification of the Equipment.

7. **Export.** Section 10.3 of the Agreement shall apply to the provision and use of Equipment under this Addendum.

## 8. Warranties.

**8.1 Equipment Support Services.** UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

**8.2 Equipment Service Packs.** UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conforms to the Equipment Documentation.

**8.3 Remedies.** To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

**8.4 Disclaimer.** Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

**8.5 Customer Warranty.** Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

## 9. Limitation of Liability.

**9.1 Monetary Cap for Equipment Only.** EXCEPT WITH RESPECT TO (I) UKG'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, AND (II) A CLAIM BY CUSTOMER FOR PERSONAL BODILY INJURY OR DEATH CAUSED BY UKG IN CONNECTION WITH THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

**9.2 Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

**9.3 Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

**10.1 FS/FR Warranty.** For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to capture or not, and to provide the option to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including but not limited to undertaking a legitimate interest assessment, where required). If required by law, Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable : (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.



**10.2 FS/FR Responsibility.** CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, 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) CUSTOMER WILL NOT SETTLE ANY EQUIPMENT 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 CUSTOMER'S SOLE COST AND EXPENSE.

## Exhibit A

### Purchased Equipment Description

This Purchase Equipment Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

#### 1. Definitions.

In this Exhibit A, capitalized terms shall have the meanings set out below:

**“Initial Term”** – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

**“Renewal Term”** – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

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

- 2. Invoicing of Purchased Equipment and Support Services.** UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

#### 3. Renewal and Termination.

**3.1** Upon expiry of the Initial Term, the term of the Equipment Support Services will renew for successive Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

**3.2** The fees for Equipment Support Services may change on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days’ prior written notice of such change through the renewal quote or invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

#### 4. Support Services.

**4.1 Option.** Customer may purchase the following Equipment Support Services packages:

- (a) Depot Exchange Service;
- (b) Depot Repair Service; or
- (c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of the Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG’s per-event rates will apply.

**4.2 Term.** Unless expressly agreed by the Parties in writing, the Initial Term and each Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Renewal Term commencing on the expiry of the Initial Term or the previous Renewal Term.

- 5. Warranty.** Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG’s entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five (5) year period.

## Exhibit B

### Equipment Rental Description

This Equipment Rental Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

#### 1. Definitions.

In this Exhibit B, capitalized terms shall have the meanings set out below:

**"Billing Start Date"** – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

**"Billing Frequency"** – means the invoice frequency of Equipment Rental Fees, as set forth on the Order.

**"Equipment Rental Fees"** – means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

**"Initial Term"** – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

**"Renewal Term"** – means the renewal billing term of the rented Equipment as set forth on the Order.

**"Term"** – means the Initial Term and any Renewal Terms, together.

#### 2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

#### 3. Renewal and Return

**3.1** On expiry of the Initial Term and expiry of each Renewal Term, each as indicated on the Order, and upon Customer's written acknowledgement or payment of the applicable renewal invoice the Term of the rented Equipment will renew for the duration indicated on the Order as the Renewal Term and issued via purchased order unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

**3.2** The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

**3.3** Within thirty (30) days of the date of termination or expiration of the Term, Customer will, at Customer's expense, return all rented Equipment to UKG in the same condition as it was in when originally received by Customer, reasonable wear and tear excepted. Customer will pay UKG the then-current list price of any rented Equipment that Customer fails to return as required under this Addendum.

**4. Ownership.** Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer will not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer will not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

**5. Support Services.** The Depot Exchange Service applies to all rented Equipment at no additional cost.

**6. Warranty.** Unless otherwise expressly agreed in writing, rented Equipment is provided "AS IS" with all faults. UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.





CBE 607537-25

EXHIBIT C

UKG PRICING LIST

UKG Pro Workforce Management (WFM)	List Price:
Description	PEPM
UKG PRO TIMEKEEPING HOURLY	\$6.50
UKG PRO ACTIVITIES	\$1.50
UKG PRO LEAVE	\$ .75
UKG PRO ABSENCE (Includes Leave and Attendance)	\$1.25
UKG PRO WFM TALK	\$1.00
UKG PRO SCHEDULING	\$ .50
UKG PRO ADVANCED SCHEDULING (includes UKG Pro Scheduling)	\$1.50
UKG PRO AUCTIONS (requires Advanced Scheduler)	\$1.25
UKG PRO WORKFORCE MANAGEMENT ANALYTICS	\$1.00
UKG PRO WORKFORCE MANAGEMENT DATA HUB PREMIUM	\$ .10
UKG PRO WORKFORCE MANAGEMENT NON-PROD ADDITIONAL TENANT	\$0.25
UKG TeleStaff Cloud	\$8.00
UKG TeleStaff Cloud NON-PROD ADDITIONAL TENANT	\$ .60

Workforce SMS Standard	
Usage Workforce SMS - Standard Message Block (500 messages)	\$7.50

UKG Pro WFM Professional Services		
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UKG Pro Workforce Management Professional Services include implementation and consulting services.				
Part Description	Part Number	Hourly Rate	Billing Role	
UKG PRO WFM ONBOARDING SERVICES	9990119-PRO	\$220	UKG Consultant, Integration Consultant, Informatics Consultant, Management Consultant, Analytics Consultant, Data Hub Consultant, Integration Strategic Service, Project Manager	
UKG PRO WFM READINESS ADVISORY SERVICES	9990118-CON	\$235.00		UKG Consultant
UKG PRO WORKFORCE MANAGEMENT ADVISORY SERVICES	9990119-CON	\$275.00		Strategic Advisor
UKG PRO WORKFORCE MANAGEMENT ADVANCED TESTING SERVICES	9990120-CON	\$205.00		UKG Consultant
UKG PRO WORKFORCE MANAGEMENT EDUCATION CONSULTING	9999946-EDU	\$220.00		Education Consultant
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	9990057-EDU	\$2,650.00		Education Consultant
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION SERVICES	9990002-EDU	\$220.00		Education Consultant
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	9990058-EDU	\$2,650.00		Education Consultant
UKG PRO WFM EFR- ENGINEERING FEATURE REQUEST	9990249-CUS	\$240.00		Technology Consultant
UKG PRO WFM EFR - ENGINEERING FEATURE REQUEST FIXED FEE	FIXED FEE WFD EFR	Call for Quote	Grouped	

UKG PRO WORKFORCE MANAGEMENT ENGINEERING DISCOVERY	9990004-CED	\$240.00	Technology Consultant
UKG PRO WFM ENGINEERING DISCOVERY FIXED FEE	FIXED FEE WFD ED	Call for Quote	Grouped
UKG PRO WFM ADVISORY SERVICES FIXED FEE	FIXED FEE WFD AS	\$240.00	UKG Consultant
UKG PRO WFM ADVANCED TESTING SERVICES FIXED FEE	FIXED FEE WFD ATS	\$205.00	UKG Consultant
<b>APPLICATION MAINTENANCE SERVICES</b>			
UKG PRO WFM INTEGRATION / API APPLICATION MAINTENANCE	9990120-PRO	Call for Quote	Integration Consultant
<b>Offering</b>	<b>Part Number</b>	<b>Fee</b>	
TECHNICAL ACCOUNT MANAGER (TAM)	TAM- ENHANCED-WF- DIMENSIONS	\$130,000	
UKG Pro Workforce Management (WFM) EEC - Help Desk	HELPDESK-MC- SW	\$615,600 annual	
UKG Pro Workforce Management (WFM) Managed Application Services		\$125 per hour, 500 annual hours minimum.	
<b>Professional Services - TeleStaff</b>		<b>Hourly Rate</b>	<b>Billing Role</b>
TSG Professional Services	9990057-PRO	\$220	Project Manager, Engagement Principal, Application Consultant, Solution Consultant, or Integration Consultant
TSG Solution Services	9990060-PRO	\$220	KSS Consultant
TSG Technical Services	9990079-PRO	\$220	Technical Consultant

UKG InTouch DX Terminals, Biometric Units, and Options (biometric units are	Price	Annual Maintenance Fee per unit Depot Repair	Annual Maintenance Fee per unit Depot Exchange
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separate units from the clocks and sold separately)			The annual support level selected for clocks must be the same level of support for biometrics.	The annual support level selected for clocks must be the same level of support for biometrics.
UKG InTouch DX G2 with Bar Code Badge Reader (BASE MODEL)	\$4,495.00		\$225.00	\$300.00
UKG InTouch DX G2 with Magnetic Stripe Card Reader	\$4,695.00		\$225.00	\$300.00
UKG InTouch DX G2 with HID Proximity Card Reader	\$5,325.00		\$225.00	\$300.00
UKG InTouch DX G2 with HID Smart Card Reader	\$5,435.00		\$225.00	\$300.00
UKG InTouch DX G2 G2, Legic Smart Card	\$5,435.00		\$225.00	\$300.00
UKG TouchFree ID (facial recognition) Option for DX G2	\$1,650.00		\$120.00	\$150.00
UKG TouchID Plus (finger sensor) Option for DX G2	\$1,485.00		\$108.00	\$135.00
Wi-Fi Option Kit for UKG InTouch DX G2	\$360.00		N/A	N/A
UKG InTouch DX NIMH Backup Battery Option	\$420.00		N/A	N/A
InTouch Linear Imager Bar Code Scanner Option	\$975.00		\$65.20	\$81.50
InTouch DX/DX G2 External Reader Board Option	\$145.00		N/A	N/A
InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	\$145.00		N/A	N/A
Universal Relay Option	\$315.00		N/A	N/A
InTouch Remote HID MiniProx Reader Option	\$700.00		\$46.40	\$58.00
InTouch Remote HID ProxPro Reader Option	\$700.00		\$46.40	\$58.00



Workforce Central (WFC) Software	List Price Per License	Annual Software Maintenance - Gold
WFC Timekeeper	\$59.00	22% of selling price
WFC Suite Manager	\$462	22% of selling price
WFC Employee	\$40.00	22% of selling price
WFC Enterprise Archiver (FKA Record Manager)	\$6.00	22% of selling price
WFC Integration Manager (FKA Connect)	\$13.00	22% of selling price



**United States Data Processing Agreement**  
**Exhibit D**

This United States Data Processing Agreement ("DPA") is by and between (i) the UKG entity set forth in the Order that references the UKG Master Services Agreement, or any other currently effective agreement, (the "Agreement"), ("UKG"), and (ii) the person or entity who is named on such Order on behalf of itself as customer and Customer Affiliates based in the United States ("Customer") and sets forth the terms and conditions applicable to UKG's processing activities under the Agreement. Customer and UKG are referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**, in the course of providing the Services to Customer pursuant to the Agreement, UKG may Process Personal information on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal information.

This DPA applies to the extent Customer and/or its Affiliates are subject solely to U.S. Privacy Laws. Should Customer become subject to any other privacy laws such as the EU General Data Protection Regulation, the Parties agree the processing of Personal information will be subject to UKG's international Data Protection Addendum located at <https://www.ukg.com/ukg-unified-dpa> unless otherwise agreed to in writing by the Parties. UKG shall comply with all U.S. Privacy Laws applicable to it as a "Service Provider" or in its role as a processor of Personal information. Customer shall comply with all U.S. Privacy Laws applicable to it as a "Business" or the controller of Personal information. Notwithstanding, UKG is not responsible for complying with U.S. Privacy Laws applicable only to Customer or Customer's industry.

**1. Definitions**

1.1 In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

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

**"Applicable Laws"** means any applicable provisions of all U.S. laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party's respective business operations. UKG shall comply with all Applicable Laws applicable to UKG in its role as a Data Processor Processing Personal information. For the avoidance of doubt, UKG is not responsible for complying with Applicable Laws applicable to Customer or Customer's industry. Customer shall comply with all Applicable Laws to Customer as a Data Controller

**"Core Subscription Services"** means UKG Pro, UKG Pro Workforce Management, UKG Ready, and UKG Pro People Assist and UKG Pro Document Manager offerings identified in the Order.

**"Data Subject"** means an identified or identifiable natural person.

**"Personal Information"** means Customer Data related to a Data Subject as defined under U.S. Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information".

**"Processing", "Process", "Processes" and "Processed"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Schedule 1 to this DPA provides for details of the Processing.

**"Pseudonymized Data"** means the processing of Personal information in a manner that renders the personal information no longer attributable to a specific consumer without the use of additional information, provided that the additional information is kept separately and is subject to technical and organizational measures to ensure that the personal information is not attributed to an identified or identifiable consumer.

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

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

"**UKG Processor**" means UKG or a UKG Subprocessor.

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

"**U.S. Privacy Laws**" have the same meaning as in Applicable Laws and regulations concerning the privacy and security of information reasonably identifying or linked to an individual, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the "CPRA"); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 et seq. (the "CPA"); the Connecticut Data Privacy Act, Public Act No. 22-15 (the "CTDPA"); the Utah Consumer Privacy Act, Utah Code § 13-61-101 et seq. (the "UCPA"); and the Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 et seq. (the "VCDPA").

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

## **2. Processing of Customer Personal information**

2.1 UKG will only Process Personal information for the purpose, and in accordance with, the relevant Customer's instructions as documented in the Agreement and this DPA, unless Processing is required by the Applicable Laws to which the relevant UKG Processor is subject, in which case UKG to the extent permitted by the Applicable Laws, will inform Customer of that legal requirement before the Processing of that Customer Personal information.

2.2 UKG will not: (i) Sell or Share any Personal information; (ii) retain, use, or disclose such Personal information for any purpose other than performing the Services, the business purpose stated in the Agreement or as otherwise permitted by the U.S. Privacy Laws; (iii) retain, use, or disclose the Personal information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; (iv) retain, use, or disclose Personal information outside of the direct business relationship between Customer and UKG unless otherwise permitted under the Agreement; (v) combine Personal information UKG receives from, or on behalf of, Customer with personal information that it receives from, or on behalf of, another person or persons or collects from its own interaction with a consumer, provided that UKG may combine personal information to perform the Services or as set forth in the Agreement. UKG shall notify Customer if it makes a determination that it can no longer meet its obligations under U.S. Privacy Laws and Customer may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal information. Customer may take reasonable and appropriate steps to ensure UKG uses Personal information collected pursuant to the Agreement and this DPA in a manner consistent with Customer's obligations under U.S. Privacy Laws.

2.3 Customer hereby (i) instructs UKG (and authorizes UKG to instruct each Subprocessor) to (a) Process Personal information in accordance with Schedule 1; and (b) in particular, transfer Personal information to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement, (ii) warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in this section on behalf of each relevant Customer Affiliate; and (iii) warrants and represents that it has all necessary rights in relation to the Personal information and/or has collected all necessary consents from Data Subjects to Process Personal information to the extent required by Applicable Law.

## **3. UKG Personnel**

UKG will take steps to ensure that access to Personal information is limited to those individuals who: (a) need to know or access the relevant Personal information as necessary for the purposes of providing the Services under the Agreement or to comply with Applicable Laws in the context of that individual's duties to UKG; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

## **4. Security**

UKG shall implement reasonable and appropriate safeguards to protect Personal information as set forth in Schedule 2 to this DPA and incorporated by this reference.

## **5. Subprocessing**

5.1 Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 7, including without limitation those Subprocessors provided herein and any new Subprocessors. Subprocessors used for UKG Other Products and Services may be listed under each applicable Services Description or Order Form, in an addendum to this DPA, or in other form of communication.

5.2 UKG will provide Customer with a mechanism to obtain notification of the appointment of any new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor at least thirty (30) days before said Subprocessor carries out Processing activities on Customer Personal information on behalf of Customer. Customer may



object by email to [privacy@ukg.com](mailto:privacy@ukg.com), on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal information or is otherwise unable to reasonably address the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor, and is not a termination for cause. UKG will cease providing the impacted services thirty (30) days following the notice of termination.

5.3 With respect to each Subprocessor, UKG will verify that the arrangement between UKG and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Customer Personal information as those set out in this DPA.

## **6. Data Subject Requests**

6.1 If Customer receives a request from a Data Subject related to Personal information Processed by UKG, Customer can either: (a) retrieve the information necessary to fulfill the request from the Services; or (b) to the extent such information is not available to Customer through the Services, UKG will reasonably assist Customer in fulfilling the request upon written request.

6.2 If UKG receives a request from a Data Subject related to Personal information Processed by UKG, UKG will promptly redirect the Data Subject to its Customer and not respond to the request except on the documented instructions of Customer or as required by Applicable Laws to which UKG is subject, in which case UKG, to the extent permitted by the Applicable Laws, shall inform Customer of that legal requirement before UKG responds to the Data Subject request.

## **7. Personal information Breach**

7.1 UKG will notify Customer without undue delay (but in any event not later than 72 hours) after having become aware of the personal data breach, and in accordance with U.S. Privacy Laws upon UKG or any Subprocessor becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal information transmitted, stored or otherwise processed by UKG ("**Personal information Breach**") affecting Personal information, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal information Breach under the U.S. Privacy Laws. UKG shall be responsible for the costs of said notification in the event the breach was caused by UKG's performance under this Agreement.

7.2 In the event of a Personal information Breach, the Parties will reasonably cooperate with each other, and UKG shall take commercially reasonable steps to keep Customer informed as to the investigation, mitigation, and remediation of any such Personal information Breach.

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

## **8. Deletion or Return of Customer Personal information**

8.1 Subject to Sections 8.2 and 8.3, following the latter of either (i) termination or expiration of the Agreement or (ii) cessation of the Processing of Customer Personal information, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal information that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

8.2 Notwithstanding Section 8.1 above, each UKG Processor may retain Personal information to the extent and for such period as required by Applicable Laws, provided that UKG will ensure the confidentiality of all such Personal information and will ensure that such Personal information is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage.

8.3 Upon receipt of written request from Customer, UKG will provide written certification to Customer that it has complied with this Section 8.

## **9. Audit rights**

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for any and all acts or omissions of any such third party. Customer may exercise such audit right either personally or by appointing a third party that is bound by appropriate obligations of confidentiality and acceptable to UKG. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of

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

#### **10. Law Enforcement Requests**

UKG agrees to notify Customer of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over UKG for disclosure of Customer Personal information processed under this DPA ("Disclosure Request") to the extent permitted by applicable law. UKG shall not respond to Disclosure Requests without notifying Customer and receiving written authorization from Customer to respond to such Disclosure Request, except as required under Applicable Laws or order of court or governmental authority with competent authority and jurisdiction over same.

#### **11. General Terms**

11.1 DPA Priority. Nothing in this DPA reduces UKG's obligations under the Agreement in relation to the protection of Personal information or permits UKG to Process (or permit the Processing of) Personal information in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

11.2 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

11.3 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained there.

11.4 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Customer Personal Data, including without limitation, any terms that may be imposed upon UKG by means of any "click-through", forms, applications, or any other terms and conditions which are presented to UKG in the course of UKG's engagement with Customer.

## Schedule 1: Details of Processing of Customer Personal Data

This Schedule 1 includes certain details of the Processing of Customer Personal Data.

### Subject matter and duration of the Processing of Customer Personal Data

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

### The nature and purpose of the Processing of Customer Personal Data

Provision of the Services are set out in the Agreement and this DPA, where UKG acts as a data processor, and for business operations, as an independent controller. UKG will use and otherwise process Customer Data only as described and subject to the limitations provided below

(a) to provide Customer the Services in accordance with Customer's documented instructions and (b) for business operations incident to providing the Services to Customer.

#### Processing to Provide Customer the Services

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

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

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

#### Processing for Business Operations Incident to Providing the Services to Customer

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

Customer authorizes UKG:

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

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

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

### The types of Customer Personal Data to be Processed

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

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

Customer's employees, contractors, and job applicants.

### Special categories of Customer Personal Data to be Processed

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

### The obligations and rights of Customer

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

### Privacy related contact:

UKG: [privacy@ukg.com](mailto:privacy@ukg.com)

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

## Schedule 2: Technical and Organizational Measures

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

1. ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Customer upon request. UKG shall ensure the data center carries out its own SOC 2 audits and provide such reports to Customer upon request.
2. ISO 27000 Series Audits: UKG shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the UKG Services. UKG shall also ensure the datacenter used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, UKG shall provide the certificates to Customer.
3. Entity Controls: Consistent with UKG's obligation to maintain its compliance programs as described above, UKG shall continuously carry out the following security measures:
  - a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.
  - b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG's Code of Conduct upon hire.
  - c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.
  - d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.
  - e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.
  - f) Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.
4. Application and Network Controls:
  - a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG's systems used in the provision of the Services shall be monitored.
  - b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.
  - c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.
  - d) Secure Coding Practices: UKG developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.
  - e) Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.
  - f) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.
  - g) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).
  - h) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

- i) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.
  - j) Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.
  - k) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.
  - l) Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, UKG will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.
  - m) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.
  - n) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.
5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.
6. Security Monitoring: UKG may monitor and analyze the use of its Subscription Services, which may record information concerning security controls and compliant use of the application, the events that occur within the application, aggregated usage, performance data, and access locations. The Subscription Services will collect usage statistics, telemetry, and other data from Customer, such as mobile number, email address, IP address, and other unique verification identifier, for the purposes of enabling multifactor authentication; benchmarking, modelling, and training; providing, operating, maintaining, customizing, and improving the Subscription Services and its security, including by developing new or different functionalities for such purposes.
7. Incident Response and Notification:
- a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal information has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Laws.
  - b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.
8. Disaster Recovery: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary. UKG's committed Recovery Time Objective (RTO) shall be twenty four (24) hours and Recovery Point Objective (RPO) shall be four (4) hours.
9. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG's declaration of disaster, UKG shall implement said plan to return the Services to operation. UKG shall annually test and review its business continuity plan and update as necessary.

## EXHIBIT E

### UKG MASTER SERVICE AGREEMENT INSURANCE REQUIREMENTS

**TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONSULTANTS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.**

- A. **Format/Time:** CONSULTANTS shall provide COUNTY with Certificates of Insurance for coverage as listed below, and endorsements as applicable affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a minimum rating of 'A-' "Excellent" by A.M. Best A.VII or higher.
- C. **Owner Coverage:** COUNTY is included as an additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to County's insurance. Upon written request, such blanket endorsement shall be provided to the County, which shall include and extend to., its officers and employees as additional insured's except on Workers' Compensation or Professional Liability. CONSULTANTS 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Cancellation:** Thirty (30) days advance notice of cancellation (10 days for non-payment) will be given to the Insured in accordance with policy.
- E. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- F. **Commercial General Liability:** CONSULTANTS shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages, and \$2,000,000 aggregate. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made". CONSULTANT's commercial general liability policy shall include a waiver of subrogation in favor of the COUNTY, which shall be accomplished with the use of the blanket endorsement on the policy.
- G. **Automobile Liability:** CONSULTANTS shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANTS and **any auto** used for the performance of services under this Contract.
- H. **Professional Liability/Cyber/Errors and Omissions:** CONSULTANTS shall maintain limits of no less than \$5,000,000 combined single limit per occurrence and \$5,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- I. **Workers' Compensation:** CONSULTANTS shall obtain and maintain limits as required by the State of Nevada for the duration of this Contract.
- J. **Failure to Maintain Coverage:** If CONSULTANTS fails to maintain any of the insurance coverage required herein, COUNTY may declare CONSULTANTS in breach, suspend or terminate of the Contract.
- K. **Additional Insurance:** CONSULTANTS is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Cost:** CONSULTANTS shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- M. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155
- N. **Insurance Instructions:** The following information **must** be filled in by CONSULTANTS'S Insurance Company representative:
  1. Insurance Broker's name, complete address, phone and fax numbers.
  2. CONSULTANTS'S name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - Policy Number
  - Policy Effective Date
  - Policy Expiration Date
  - Each Occurrence (\$1,000,000)
  - Damage to Rented Premises (N/A)
  - Medical Expenses (N/A)
  - Personal & Advertising Injury (\$1,000,000)
  - General Aggregate (\$2,000,000)
  - Products - Completed Operations Aggregate (N/A)
5. Automobile Liability (Any Auto)
  - Policy Number
  - Policy Effective Date
  - Policy Expiration Date
  - Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Cyber/Tech E&O/Professional Liability
  - Policy Number
  - Policy Effective Date
  - Policy Expiration Date
  - Aggregate (\$5,000,000)
8. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:  
  
Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
10. Appointed Agent Signature