

**UltiPro Single Sign On Services Supplement to
The Ultimate Software Group, Inc.
SaaS Model Agreement**

This UltiPro Single Sign On Services Supplement (hereafter "Supplement") dated as of May 31, 2019 ("Effective Date"), by and between The Ultimate Software Group, Inc. (hereafter "Ultimate Software") and City of Waukesha (hereafter "Customer").

Whereas, Ultimate Software and Customer entered into The Ultimate Software Group, Inc. SaaS Model Agreement with an effective date of February 28, 2014 (hereafter "SaaS Agreement"), along with various addenda, supplements, amendments, etc. to same (hereinafter collectively referred to as the "Agreement");

Whereas, Customer has elected to have Ultimate Software provide the UltiPro Single Sign On Services (hereafter "Services") as more fully set forth on the attached Exhibit A.

Now Therefore, the Parties agree to supplement the Agreement as follows:

1. In consideration for the fee as set forth in paragraph 2 below, Ultimate Software will provide the Services outlined on Exhibit A only.
2. Customer shall pay to Ultimate Software an UltiPro Launch Fee of \$5,000.00 for the Services.
3. The UltiPro Launch Fee in the amount of \$5,000.00 shall be due on Effective Date of this Supplement
4. Ultimate Software is entitled to suspend any services including, but not limited to, the Services provided for in this Supplement in the event Customer fails to make any payments when due.
5. The term of this Supplement shall commence on the Effective Date of this Supplement and shall be coterminous with the Agreement.
6. All other terms and conditions of the Agreement are incorporated by reference into this Supplement, made a part hereof, are reaffirmed and remain unchanged by this Supplement.

IN WITNESS WHEREOF, the Parties have hereto by their duly authorized representatives executed this Supplement.

City of Waukesha

The Ultimate Software Group, Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A

UltiPro Single Sign On Services

Description of Services: This service will provide the ability to leverage Customer's corporate Active Directory domain credentials or other user store to access the UltiPro Web portal in conjunction with a third party identity management provider's single sign-on solution. Ultimate Software leverages Microsoft's Active Directory Federated Services (ADFS) which provides Web single-sign-on technologies to authenticate a user to multiple Web applications over a single online session by securely sharing a digital identity across security and enterprise boundaries for customers choosing to leverage SAML 2.0 based authentication solutions. The UltiPro Single Sign On Services helps administrators manage federated identity management challenges by making it possible to securely share use's identity information via federation trusts over the Internet.

Ultimate Software Responsibilities:

- Maintain, monitor and administer Ultimate Software's ADFS infrastructure.
- Upgrade the ADFS infrastructure as needed to stay current with Microsoft releases
- Set up, configure and maintain Active Directory trust policies and certificates
- Provide secure user access to Ultimate Software hosted applications.

Customer Responsibilities:

- Customer must independently contract with a third-party identity management provider who will maintain on Customer's behalf or purchase, install, configure, maintain and monitor at least two servers to be the ADFS Proxy and Federation Servers located at Customer site.
- Configure all necessary ports and firewall rules at Customer site to allow communication to Ultimate Software.
- Purchase and maintain the necessary certificates or Customer must independently contract with an identity management provider who will maintain on Customer's behalf.
- Maintain and administer local Active Directory users

Customer Support hours related to this Service are the same as the UltiPro standard Product Support business hours: Monday – Friday 8:30AM – 5:30PM, Customer's local time