



Valid Until: December 1, 2023

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

Customer: City of Waukesha

AR#: CIT1008

UKG Representative: Charles Vincent

UKG Division: Renewals

Re: Amendment to the Agreement ("Amendment") between UKG Inc. (formerly known as The Ultimate Software Group, Inc.) and Customer

The parties have agreed to amend the Agreement as follows:

1. The term of the Agreement shall be extended for a term of twenty-four (24) months from February 19, 2024 through February 18, 2026 ("Renewal Term"). Thereafter, the Agreement shall automatically renew for successive renewal terms of one (1) year each. Customer may not terminate the Agreement during this Renewal Term.
2. During the Renewal Term and thereafter, Customer agrees to an increase in the Subscription Fees pursuant to the Agreement as follows:
 - i. February 19, 2024 – February 18, 2025 – seven percent (7%) per annum
 - ii. February 19, 2025 – February 18, 2026 – no increase
 - iii. February 19, 2026 and thereafter any increase thereafter shall not exceed five percent (5%) per annum.
3. Commencing on the Effective Date, all increases to the Subscription Fees under the Agreement shall occur on February 19 of each year.
4. Commencing on the Effective Date UKG shall bill Customer the current quarterly Subscription Fees on the same quarterly basis as the Subscription Fees pursuant to the Master Agreement. UKG agrees to prorate the next quarterly billing to accommodate same.

This Amendment is subject to the terms and conditions of that certain master agreement between the parties with an effective date on or about April 14, 2006 ("Master Agreement") along with various addenda, supplements, amendments, etc. to same (collectively referred to as the "Agreement"). All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Amendment. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will govern.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Amendment but all counterparts together, shall constitute one and the same instrument. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Amendment by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

City of Waukesha

UKG Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Customer - Enterprise