

**Amendment to The Ultimate Software Group, Inc.
SaaS Model Agreement**

This Amendment (this "Amendment"), dated as of October 28, 2020 ("Effective Date") is made by and between UKG Inc. f/k/a The Ultimate Software Group, Inc. ("Ultimate Software" or "UKG") and City of Waukesha ("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");

NOW, THEREFORE, the Parties have agreed to amend the Agreement as follows:

1. The term of the SaaS Agreement shall be extended for a term from July 1, 2021 through February 18, 2024 ("Renewal Term"). Thereafter, the SaaS Agreement shall automatically renew for successive renewal terms of one (1) year each. Customer may not terminate the SaaS Agreement during this Renewal Term except as set forth below. The Customer may terminate the SaaS Agreement after the Renewal Term by serving written notice of its intention at least ninety (90) days prior to the date of next such renewal period. Either party shall have the right to terminate the SaaS Agreement upon thirty (30) days prior written notice upon any breach hereof by the other party, provided the party in breach shall not have cured such breach during such thirty (30) day period.
2. During the Renewal Term and thereafter, Customer agrees to an increase in the Subscription Fees pursuant to the Agreement as follows:
 - i. July 1, 2021 through February 18, 2022 - No increase
 - ii. February 19, 2022 through February 18, 2023 – two percent (2%) per annum
 - iii. February 19, 2023 through February 18, 2024 – two percent (2%) per annum
 - iv. February 19, 2024 and thereafter - any increase shall not exceed five percent (5%) per annum.
3. All other provisions of the Agreement remain unchanged and are hereby reaffirmed by the Parties.
4. 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.

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

City of Waukesha

UKG Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: