

**UltiPro Testing Environment Services Supplement to
The Ultimate Software Group, Inc.
SaaS Agreement**

This UltiPro Testing Environment Services Supplement (hereafter "Supplement") dated as of October 28, 2020 ("Effective Date"), by and between UKG Inc. f/k/a The Ultimate Software Group, Inc. (hereafter "Ultimate Software" or "UKG") and City of Waukesha (hereafter "Customer").

Whereas, Ultimate Software and Customer entered into The Ultimate Software Group, Inc. SaaS Agreement with an effective date of April 14, 2006 (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 certain limited UltiPro Testing Environment Services for as more fully set forth on the attached Exhibit A available to Customer.

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

- (1) In consideration for the fees set forth in paragraph 4 below, Ultimate Software will provide the UltiPro Testing Environment Services outlined on Exhibit A only. Customer will receive up to a maximum of four (4) Restores of backup per Test Period. A "Test Period" is defined as each twelve (12) month term commencing on the Effective Date. Any additional Restores in the same Test Period will be performed at a rate of \$500 per Restore (to be paid in the same manner as technical services below) and requires five (5) business days advance written notice via an UltiPro Support Center Request.
- (2) "Restores" and "Refreshes" are defined as the initial and subsequent load of Customer data from a production (or other) environment to a test environment (hereafter "Restores").
- (3) Customer acknowledges that the test environment, while functionally the same as the production environment, is not scaled for, nor designed to replicate a fully operational production environment.
- (4) Customer shall pay to Ultimate Software an annual Subscription Fee of \$12,000.00.
- (5) Payment for the UltiPro Testing Environment Services shall be made by Customer on an annual basis. Payment for the initial Test Period shall be due on the Effective Date of this Supplement for the Test Period commencing on the Effective Date.
- (6) In addition to the amounts set forth above, Customer shall be provided with a fixed fee quote for any Technical Support, Consulting or other services performed by Ultimate Software (plus travel or other expenses, if any) in providing the services. Said services will not be provided without a work order executed by both parties.
- (7) Subsequent to the Initial Term of this Supplement, Ultimate Software reserves the right to increase the fees herein pursuant to the increase provision as set forth in the Agreement.
- (8) The term of this Supplement will commence on the Effective Date of this Supplement and shall continue for a period of twelve (12) months thereafter (the "Initial Term"). Customer may not cancel this Supplement during the Initial Term except as set forth below. This Supplement shall automatically renew for successive renewal terms of one (1) year each. The Customer may terminate this Supplement only after the Initial Term by serving written notice of its intention at least thirty (30) days prior to the date of the next such renewal period. Either party shall have the right to terminate this Supplement 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. Upon termination of this Supplement, all rights granted to Customer will terminate and revert to Ultimate Software.
- (9) 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.
- (10) 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 Supplement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Supplement 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 Supplement by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Supplement.

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

City of Waukesha

UKG Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

CIT1008

Exhibit A

UltiPro Testing Environment Services

Description of UltiPro Testing Environment Services:

Ultimate Software shall provide certain limited UltiPro Testing Environment Services for the Subscription Offering excluding the functionality not available in a test environment (i.e. ACA Services, US Payment Services, Canadian Payment Services, UltiPro Perception, UltiPro Benefits Prime, UltiPro Learning, UltiPro Employee File Management, UltiPro Case Management, Workforce Dimensions and Workforce Ready as applicable) (the "UltiPro Software"),

Ultimate Software will provide sufficient data center space, electrical capacity, computer hardware, technical support labor, UltiPro release versions (*i.e.*, current release, and minus one), and Internet connectivity to implement the UltiPro Testing Environment Services. Ultimate Software will provide the UltiPro Testing Environment Services at Ultimate Software's Hosting/SaaS Site.

Ultimate Software Responsibilities:

- Provide sufficient computer hardware and access to the UltiPro Testing Environment Services to allow the Customer to run the UltiPro Software.
- Provide sufficient network infrastructure and security to accommodate the UltiPro Testing Environment Services.
- Provide Customer with release upgrade schedule for the UltiPro Testing Environment Services.
- Restore Customer backups to the UltiPro Testing Environment Services.
- Assign roles and password protection to all System Administration Users identified by Customer as having authority to access the UltiPro Testing Environment Services.
- Execute nightly maintenance and backup procedures.

Customer Responsibilities:

- Identify the key contacts responsible for scheduling and coordinating all activities related to the implementation and maintenance of the UltiPro Testing Environment Services.
- Provide Ultimate Software with a list of users/roles that will need access to the UltiPro Testing Environment Services.
- Provide Ultimate Software with the date of the desired backup to be restored, not to exceed 4 weeks prior to the date of request.
- Maintain Internet connectivity to access Ultimate Software Hosting Center/SaaS Site.

Customer Support hours related to this Service are the same as the UltiPro standard Product Support business hours as set forth in the Agreement.