



ORDER

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

Customer Legal Name: Florida Housing Finance Corp

Customer Address: 227 N Bronough St # 5000
Tallahassee, FL 32301

Contact Name: Jessica Cherry

Contact Title: Managing Director of Operations

Contact Email: Jessica.Cherry@floridahousing.org

Contact Phone: (850)488-4197

UKG Representative: Taylor McKinley

UKG Division: SMB Southeast AE

Initial Term: Commencing on the Effective Date through Sixty (60) months from Billing Start Date

Billing Start Date: Nine (9) months from the Effective Date of this Order

Renewal Term: 36 months

After the Initial Term, the Subscription Fee per annum increase: 3%

Payment Terms: Net 30 Days

Application Billing Frequency: Monthly in Arrears

1. Applications:

Applications	Minimum Quantity	Employee Type	Subscription Fee
UKG Ready Time and Scheduling	135	Compensated Employee	USD 23.00
UKG Ready Payroll (includes Payroll Services with SmartCheck, U.S. only)			
UKG Ready HR			
UKG Ready Benefits (U.S. only)			
UKG Ready ACA Manager			
UKG Ready Learning			
UKG Ready Recruiting			
UKG Ready Performance			
Great Place to Work Certification – Assess Tier			

Please note that the UKG Applications are in the process of being rebranded. References to the previous names (e.g. Workforce Ready-Time) may appear in certain content, including the UKG Pro Online Documentation, invoices, this Order and the Master Services Agreement, while UKG works toward rebranding all content.

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity above.

2. Services

Services	Launch Quantity	Total Price
Launch Fee	150	USD 2,500.00

The Launch services are based on the Launch Quantity above. In the event that the number of Customer's employees exceeds 110% of the Launch Quantity above as of the applicable Application live date, then Customer agrees to pay UKG \$100.00 per each additional employee. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the applicable Application live date and Customer shall not be charged for any additional Launch fees subsequent to that date.

The Launch services shall be provided to Customer for only the services as set forth in the Statement of Work which is made a part hereof and incorporated by reference as Exhibit 1. Launch services outside of the scope of the Statement of Work shall be quoted to Customer and agreed upon by the Parties in writing.

3. Payment Terms

A. Subscription Fee

The Subscription Fees are due monthly in arrears based upon the actual number of employees, subject to the minimums as set forth in this Agreement, and invoiced on or about five (5) days following the end of each month commencing on the Billing Start Date.



Customer agrees that UKG Inc. shall direct debit its designated bank account for the applicable invoice amount on or about the twenty first (21) day of Customer's receipt of invoice. Customer shall provide UKG Inc. with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Agreement.

B. Launch Fee

The Launch Fee is due on the Effective Date of this Order.

- 4. Great Place to Work Certification – Assess Tier is subject to the Agreement and the supplemental terms located at: *****.ukg.com/supplement/GPTWCertification

5. General Provisions

Unless otherwise indicated herein, this Order is subject to the terms and conditions of that certain Master Services Agreement between the parties effective as of the date of last signature of the Parties to such Master Services Agreement ("Master Services Agreement") along with various addenda, supplements, amendments, etc. to same (hereafter "Agreement"). This Order, and the Exhibits attached hereto and made a part hereof, constitutes an integral part of the Agreement and represents, together with the Agreement, the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the parties about its subject matter. All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Order. Capitalized terms not otherwise defined in this Order shall have the same meanings ascribed to them in the Agreement . Unless expressly provided for in this Order, in the event of a conflict between the provisions contained in the Agreement and those contained in this Order, the provisions contained in the Agreement shall prevail.

This Order is subject to applicable Taxes. The actual tax amount to be paid by Customer will be show on Customer's invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate".

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.

The Parties executing this Order below certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Order. The Parties hereby confirm and agree that this Order is effective at the Effective Date as set forth above and that all terms and conditions have been agreed to:

Florida Housing Finance Corp

DocuSigned by:
Signature: *Hugh Brown*
131F07AA646648E...

Name: Hugh Brown

Title: General Counsel

Signature Date: 9/22/2022 | 10:39 AM PDT

UKG Inc.

DocuSigned by:
Signature: *Janet Sims*
6C48907BBEEC4C0...

Name: Janet Sims

Title: NL Contract Administrator

Signature Date: 9/28/2022 | 5:40 PM EDT



Exhibit 1
Statement of Work

This Statement of Work (SoW) outlines the scope of services to be provided by UKG (Ultimate Kronos Group) for the implementation of the Application(s) in the Order.

The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding UKG Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

UKG’s Launch methodology (“Launch”) provides proven and repeatable processes that are supported with UKG standard tools, templates and proven training paths that deliver a successful launch of the Application(s). UKG and the Customer will collaborate throughout the Launch process performing tasks such as requirements workshops, system configuration, data conversion, integration configuration, testing cycles, production support, and project management.

With Launch, UKG uses its proven methodology to provide training and services to deploy the Application(s). Launch will be delivered as described in this document.

1. Introduction to Launch

Deployment Strategy

The deployment of the Application(s) is a collaborative endeavor. UKG will work with Customer to determine the most logical and efficient deployment plan of the Application(s) based upon, Application(s) purchased, and Launch duration outlined in this document. This best practice approach will be tailored to Customer’s business objectives.

Launch Methodology

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition Customer’s existing human capital management and workforce management (if applicable) functions from Customer’s legacy provider to the Application(s). UKG’s deployment methodology includes the following phases:

Launch Phase	Description
Welcome	Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and Application(s) access.
Requirements	UKG will perform a discovery process by interviewing the Customer’s subject matter experts from different functional areas. Information that has been gathered during the requirements phase is used to determine the current system set up, the new system definition requirements and allow UKG to determine the best fit between the Customer’s business requirements and the UKG Application(s). A project timeline will be provided once requirements have been collected.
Build	This phase is designed to configure Customer’s Application(s), build interfaces, and migrate employee data into UKG Pro Pay and People Center from legacy system. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.
Test	Testing involves functional testing and user acceptance testing for the applicable Application(s); including, but not limited to, parallel testing, dual maintenance, and validation.
Go-Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Application(s) and transition to support.

2. Roles and Responsibilities

A successful Launch assumes Customer participation throughout the project as referenced in the *Roles and Responsibilities* sections of this document. UKG and the Customer’s roles and responsibilities are described below.

A check mark in the grid below indicates each respective party’s primary responsibilities.



Activities	UKG	Customer
Project Management		
Review the scope of services with Customer including contract documents and resource assignments	√	√
Manage UKG team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline	√	
Manage Customer team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline		√
Create status reports and facilitate status calls with project team	√	
Partner together to identify, manage, and resolve project issues	√	√
Provide Customer communications and general project-related management activities	√	
Create change management and training for managers and employees		√
Welcome Phase		
Provide Customer access to the Application(s) as contracted in the Order	√	
Share project goals and success criteria with UKG project team		√
Participate in the kick-off meeting	√	√
Assist in defining necessary Customer resources and a training plan as part of the project plan	√	
Key project resources attend recommended training course(s) throughout implementation		√
Requirements Phase		
Gather all available policy, procedure documentation, and business use cases to complete the data collection process		√
Describe the expected solution, business processes, and business rules for all employee groups in scope during requirements meeting(s)		√
Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines		√
Lead meeting(s) to gather business requirements and document configuration needs	√	
Provide Customer with a detailed project plan	√	
Build Phase		
Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration	√	√
Share data translations and field mapping specifications for all required fields in the UKG import templates for data conversion	√	
Provide source data for production processing in the UKG approved import template formats		√
Review and approve imported data according to the agreed upon schedule		√
Create interfaces as defined during the Requirements phase of Launch	√	
Supply technical support required for system integration and data conversion	√	√
Complete all administrative training through Learning Center in the UKG Ready Application		√
Create a plan for manager and end-user training		√
Test Phase		
Complete interface data validation	√	√
Perform functional/user acceptance and system testing	√	√
Execute manager and end-user training		√
Go-Live Phase		
Provide production support and post-live support for transition to UKG's Global Support team	√	



Activities	UKG	Customer
Perform project wrap-up activities, including closing open issues	√	√

3. Deliverables

Below are the key project deliverables and related acceptance criteria that UKG will deliver in each phase of the implementation.

Deliverable	Activity	Acceptance Criteria
Welcome Phase		
Aligned expectations	UKG will transition the customer project from Sales to Services	Customer confirms project expectations aligns with Sales order
Project team transition	UKG will assign the Launch team to the specifics of the project	UKG and Customer prepare project for engagement with the Launch team
Requirements Phase		
Detailed Project Plan	UKG will refine and update the initial project plan	Customer receives and accepts the detailed project plan
Project Requirements Document	UKG will provide Project Requirements Document	Customer receives and completes SOC (System and Organization Controls) sign off on the Project Requirements Document in UKG Ready
Completed Integration Specifications Document(s)*	Customer will review Integration Synopsis Document(s) with UKG	Customer reviews the document(s) prior to development of interface(s)
Build Phase		
Application(s) Configuration	UKG builds Application(s) based on Requirements Document	UKG completes internal testing prior to hosting Build Review Call(s)
Build Review Call(s)	Customer to attend Build Review Call(s) hosted by UKG	Customer confirms the system is built according to the Requirements Document
Completed imports of all applicable employee data	Customer will review imported data with UKG and perform data validation	Customer confirms the system is built according to the Requirements Document
Completed Integration Development*	UKG completes the development of applicable integration(s) based on the approved Integration Synopsis Document(s)	UKG completes internal testing and validation prior to moving to customer/3 rd party testing and validation
Test Phase		
Complete Payroll Compare for 1 st Test Parallel. Provide issues resolution for 1 st parallel compare	Customer will participate in parallel testing and validate results	Customer confirms that all parallel testing results are accurate, and issues are resolved
Complete Payroll Compare for 2 nd Test Parallel. Provide issues resolution for 2 nd parallel compare	Customer will participate in parallel testing and validate results	Customer confirms that all parallel testing results are accurate, and issues are resolved
Complete Application Testing for UKG Ready	Customer will participate in Application testing and review results	Customer confirms that all testing is accurate through SOC (System and Organization Controls) sign off in UKG Ready
Completed Import of Check History, Balances, and all other Go Live Relevant Imports	Customer review imported data with UKG and perform data validation	Customer confirms that all imported employee data is accurate



Completed Internal and External Testing of Integration(s)*	Customer will partner with external vendor(s) if applicable to complete all functional testing	Customer confirms that the integration(s) is working as designed. UKG will schedule and deploy based on this confirmation
Go-Live Phase		
Live Punching/Processing of UKG Ready	Customer will confirm decision to go live prior to Application's target active date or when system is ready for active use	Customer completes SOC (System and Organization Controls) sign-off for relevant Application(s) in UKG Ready

*Note: Financial based integrations (e.g., 401k export) are provided in alignment with go live. All other interfaces are delivered as available.

4. Training

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.

UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures the Customer's team members are trained on the processes they will use in their day-to-day interactions with the Application(s).

The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (e.g., Managers and Employees) use a train the trainer model for learning. Customer is responsible for train-the-trainer learning for their managers and employees unless otherwise defined in the *Launch Guidelines/Assumptions* section of this document.

Core Training	UKG Delivered Value Includes Access To:
Administrator and Super User Training	<ul style="list-style-type: none"> • Learning Center, UKG Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but are not limited to: <ul style="list-style-type: none"> ○ Interactive self-paced, on-demand modules ○ "How to" videos and snippets ○ Printable job aids • Recommended learning plan(s) aligned to each user's roles within UKG Ready • Online, public instructor-led class(es) • "Train the Trainer" enablement and materials <ul style="list-style-type: none"> ○ Editable templates and tools to be leveraged by the administrators to deliver manager and employee training ○ Manager and employee-focused job aids for common tasks within UKG Ready
Change Management and User Adoption Training	<ul style="list-style-type: none"> • Change management training for the project team on building a change management plan for Customer's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

5. Project Team Composition

Resource allocation and commitment are key drivers for a successful Launch. UKG uses employee resources and may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under this Order Form. Customer hereby authorizes access by UKG, its affiliates,

CONFIDENTIAL – Not to be disclosed to third parties without specific written consent from UKG Inc.



and Certified Partners to the Customer information necessary to perform such services which may include access to Customer's Confidential Information and Customer Data.

The team roles and key responsibilities are listed below. UKG will provide experienced industry experts specializing in specific areas of Launch. Customer will provide resources as described below in the Customer Team Resources section or as otherwise mutually agreed to in the project plan.

UKG Team Resources

Resource	Key Responsibilities
Services Manager	<ul style="list-style-type: none"> UKG project sponsor Gains commitment for all project resources
Project Manager	<ul style="list-style-type: none"> Primary point of contact Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks Develops and manages project schedule Identify and develop project risk mitigation plan Communicates overall project status and provides project reporting Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution
Time Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional Time Application expert Customer's day-to-day point of contact for all Application related service requests Completes Application configuration life cycle per the Launch methodology
HR (Human Resources) Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional HR (Human Resources) Application expert Customer's day-to-day point of contact for all application related service requests Completes Application configuration life cycle per the Launch methodology
Payroll Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional Payroll Application expert Customer's day-to-day point of contact for all Application related service requests Completes Application configuration life cycle per the Launch methodology
Benefits Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional Benefits Application expert Customer's day-to-day point of contact for all Application related service requests Completes Application configuration life cycle per the Launch methodology
Talent Acquisition, Comp, Performance Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional talent and compensation expert Customer's day-to-day point of contact for all Application related service requests Completes Application configuration life cycle per the Launch methodology
Integration Consultant (As applicable)	<ul style="list-style-type: none"> Responsible for integration file creation and delivery Works together with Customer to determine requirements for integration(s), deploys and schedules completed interface(s).
Customer Success Consultant	<ul style="list-style-type: none"> Primary point of contact for post-live services related activities and transition to support



Customer Team Resources

Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> Customer project sponsor Gains commitment for all project resources Provides executive-level support to the project team Ensures that the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	<ul style="list-style-type: none"> Primary point of contact Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks Communicates overall project status and provides project reporting to Customer steering committee if applicable Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution Identify and manage project risks Channels the team's activities toward Application(s) configuration and executing the project
Time Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary time representative and designated decision maker for time tracking
HR (Human Resources) Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary HR representative and designated decision maker for HR
Payroll Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary payroll representative and designated decision maker for payroll
Benefits Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary benefit representative and designated decision maker for benefits
Talent Acquisition Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary talent acquisition representative and designated decision maker for talent acquisition
Education and Change Management Resource	<ul style="list-style-type: none"> Customer's primary resource and designated decision maker for end user training and change management
System Administrator	<ul style="list-style-type: none"> Customer's primary resource for Application(s) configuration and system knowledge
Technical Resource	<ul style="list-style-type: none"> Customer's primary resource for technical issues related to data conversion, integrations, network, and Application(s) security
Other Subject Matter Experts	<ul style="list-style-type: none"> Customer's primary resource and designated decision maker in their specific specialty area

6. Launch Guidelines

The following guidelines were used in preparing this Statement of Work:

- General Guidelines
 - The assigned UKG Project Manager will provide a finalized projected timeline once the requirements phase has been completed.

Note: The average launch duration for a full-suite core Application project is up to four months from project kickoff. Actual project duration may be compressed or elongated as influenced by customer preparation and engagement, customization of solution design, or additional value-added Application(s) ordered.



- Financial-based integrations (e.g., 401k export) are provided in alignment with go live.
- The customer and UKG team are to complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates.
- UKG will communicate with the Customer's project manager as the appointed point of contact responsible for all project management, communication, and preparation among all customer's parties (e.g., staff, vendors, consultants) and for any escalation and resolution.
- Customer holds sole responsibility for troubleshooting Application(s) or hardware not provided by UKG.
- Changes in the scope of the launch or requirements are subject to review and may have an impact on the project timeline or cost. If additional work is required, a Change Order or new Statement of Work must be scoped, quoted, and signed.
- UKG will support up to two (2) in-production payroll processing periods, then transition customer engagement to UKG Success Care and Global Support for post-implementation support.
- **Delivery Guidelines**
 - All project work and resource delivery are supported through a virtual (offsite) UKG Launch team; the customer's team is not required to travel to UKG for any part of the Launch process.
 - If onsite work is preferred or required, exceptions can be requested from the UKG Services Manager. UKG has consulting service solutions that are not included as part of Launch but can be purchased as a value-added service.
 - When travel is agreed upon as part of a custom Launch or service request, UKG will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources.
 - For any UKG travel to a customer's location, travel expenses are not included and will be invoiced separately as incurred.

7. **Application(s) Assumptions**

The following assumptions were used in preparing this Statement of Work:



Application/Service	Assumptions
<p>UKG Ready Time (If purchasing)</p>	<p>Deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> • Total Cost Centers • Profiles <ul style="list-style-type: none"> ○ Timesheets ○ Time off requests ○ Pay Calculations ○ Pay Prep ○ Security ○ Points • Tables <ul style="list-style-type: none"> ○ Rate ○ Holiday • Manager Levels • Employee Perspectives Scorecards • Workflows <ul style="list-style-type: none"> ○ Time Off Requests ○ Timesheet Change Requests • Schedules <ul style="list-style-type: none"> ○ Daily Rules ○ Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports <ul style="list-style-type: none"> ○ Includes 61 commonly used pre-configured reports** • Timekeeping Admin Training <p>**Up to five (5) additional customer-specified reports will be configured by the UKG project team using the standard functionality in the software. The customer can continue to configure as many as needed.</p>
<p>UKG Ready HR (If purchasing)</p>	<p>Core functionality deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components through:</p> <ul style="list-style-type: none"> • Core employee demographics • Onboarding • Checklists <ul style="list-style-type: none"> ○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed • Personnel management • Workflows <ul style="list-style-type: none"> ○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed • HR documents & forms





	<ul style="list-style-type: none"> ○ Up to 10 custom forms will be configured by the UKG project team, however the Customer can configure as many as needed ● Incident tracking ● Certification / Credential ● Asset management ● Compliance reporting ● Standard reporting ● One-Time data load using customer-supplied data for current year in a standard UKG-supplied format ● Interface bundle using customer supplied data in standard file formats ● HR Admin Training
<p>UKG Ready Payroll* (If purchasing)</p> <p>*Recommend UKG Ready Payroll Services</p>	<p>Deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, adjust, and export data needed tax filing (if using a provider other than UKG Payroll Services) through:</p> <ul style="list-style-type: none"> ● Pay Period Profiles ● Up to two Parallel Payroll Tests ● Company Tax Setup (Jurisdictions) ● Custom Exports/Reports ● Company Deduction Types ● Company Earning Types ● Configure Default Banks ● Workers Comp Types ● Payroll History up to 4 Quarter of Current Year ● All Payroll Configurations Include: <ul style="list-style-type: none"> ○ Standard Dashboard Widgets ○ Global Payroll Settings ○ Standard Notifications ○ GL (General Ledger) Set Up ○ In-house manual check printing ○ Employee Imports ● Vendor Payments (ACH/Check) ● Payroll Administrative Training <p>Note: If UKG Payroll Services has not been purchased, UKG will configure tax filing options for one of the following vendors – ADP, BSI, Ceridian.</p>





<p>UKG Ready Payroll Services* (If purchasing)</p> <p>*Requires UKG Payroll</p>	<p>Deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through:</p> <ul style="list-style-type: none"> • Election of services • Confirmation of Funding method • Testing of Funding bank account • Tax Account ID, Frequency & Rate (Note: Services can only be provided for tax accounts with valid Tax ID provided) • Balancing Current Year Payroll Tax Payments • Collection of Power of Attorney forms for all jurisdictions • Delivery policy configuration • Shipping account authorization and configuration • Confirmation Multi-state new hire registration, if applicable • Master Vendor maintenance • Payroll Processing Notifications • Tax Code configuration verification reporting • UKGPS New administrator training <p>Note: Customer must provide all requested information, including year-to-date payroll and tax payment information, valid tax account IDs for all active tax jurisdictions, and requested Power-of-attorney forms.</p>
<p>UKG Ready Integration Hub</p> <p>Included with any above-listed Application, as required</p> <p>All Benefit and Financial integrations require Benefits Hub, an Application of UKG Ready.</p>	<p>Enables data to flow between UKG Ready and 3rd party applications and/or vendors. UKG will deliver up to five (5) Financial / EDI (Electronic Data Interchange) Benefit Integrations plus three (3) additional interfaces as part of this project.</p> <p>The customer is responsible for providing import files to UKG in the standard UKG Ready format and utilizing the standard UKG Ready delivery method. Each direction (To/From) any 3rd party system and UKG is considered a separate interface.</p> <p>Interfaces will be accomplished via standard flat-file exchange. Customer will work with UKG and 3rd party vendors to facilitate design, testing, and validation.</p> <p>Examples of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> ○ Schedule Import/Export ○ Punch Import/Export ○ Demographic Import/Export ○ Accruals Import/Export <p>Note: Non-templated, bidirectional, custom reports and/or API (Application Programming Interface) based integrations are not included in the scope of this project. If such services or reports are required, a separate quote will be provided.</p>





<p>UKG Ready Learning (If purchasing)</p>	<ul style="list-style-type: none"> • Creation of Learning Academy • Learning Profile assignments • Bulk Upload of Employee information to LMS (Labor Management System) • Security settings • Training enabling client to administrate: <ul style="list-style-type: none"> ○ Content creation ○ Addition of Courses, Exams, OJTs, and Polls ○ Assignment of courses to individuals or groups of employees ○ Dashboard configuration for employees, managers, and administrators ○ Reporting functionality
<p>UKG Leave Manager* (If purchasing)</p> <p>*Recommend being used with UKG Time, Accruals & HR</p>	<p>Adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> • Federal & state leave policy enforcement • Employer-specific leave policy enforcement • Qualifying questionnaire • Leave eligibility, type & duration determination • Leave hour interface with timesheets • Leave case routing workflow • Leave case life cycle monitoring • Employee self-services leave request & history • Standard reporting & email notification alerts • One-Time data load using customer-supplied data of current leave cases, leave case entries & entitlement balances in a standard UKG-supplied format
<p>UKG Ready ACA Manager* (If purchasing)</p> <p>*Recommend being used with UKG Time, HR & Payroll</p>	<p>Provides proactive administration of your ACA (Affordable Care Act) compliance strategy across the UKG Ready solution through:</p> <ul style="list-style-type: none"> • Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA (full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability (Requires UKG Payroll) • Settings for minimum value plan (Requires UKG HR) • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data of employee hours for look back in a standard UKG-supplied format
<p>UKG Ready Accruals*(If purchasing)</p> <p>*Requires UKG Time</p>	<p>Adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time-off policies through:</p> <ul style="list-style-type: none"> • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow (requires Timekeeper)



	<ul style="list-style-type: none"> • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires Timekeeper) • Visibility to projected balances • Automatic balance reduction (requires Timekeeper or Payroll) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard UKG -supplied format • Configure Accruals profiles and assign them to employees
<p>UKG Scheduler* (If purchasing)</p> <p>*Requires UKG Time</p>	<p>Provides automated tools and high-quality information to create accurate schedules aligning staffing requirements with budget and business demand through:</p> <ul style="list-style-type: none"> • Schedule build based on budget & demand • Fill w/best-fit employee preferences & skills • Configurable color-coded scheduling views • Budgeting constraint visibility • Configurable routing & approval workflow • Tools for determining schedule effectiveness • True rate cost of schedule
<p>UKG Ready Attestation* (If purchasing)</p> <p>*Requires UKG Time</p>	<p>Provides documentation proof of compliance for required administration to UKG Time by automatically enforcing your policies through:</p> <ul style="list-style-type: none"> • Configurable questions & response choices • Automated notification & reminders • Several employee prompts with workflows <ul style="list-style-type: none"> ◦ Prompts differ based on attestation prompt • Workflows** • Functionality for the InTouch Clock vs. the Web may differ • Full Audit Report <p>**Up to three (3) of each, as needed, will be configured by the UKG project team. The customer can continue to configure as many as needed.</p>
<p>UKG Ready People Insights* (If purchasing)</p> <p>*Requires UKG Time</p>	<p>Core functionality deployment gets you started by establishing standard views of common information helpful to business stakeholders. The standard views UKG will provide during this project include:</p> <ul style="list-style-type: none"> • Calculation of flight risk • Configurable alerts using AIMEE Insights • Standard reporting including pivot functionality • Flight Risk Dashboard tile • Voluntary Termination Reason Mapping (*In conjunction with HR Application)





<p>UKG Ready Benefits*(If purchasing)</p> <p>*Requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds</p>	<p>Deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through:</p> <ul style="list-style-type: none"> • Employee Self-Service capabilities including open enrollment/life events • Dependent and beneficiary record keeping • One time data load of benefit enrollments, including dependents and beneficiaries • Benefit maintenance training • Ten (10) carrier feeds including benefit providers, COBRA connectivity to a TPA (Third Party Administrator), and Financial Connectivity • Smart Forms • Standard Reporting <p>Note: Each file needed, even to the same vendor, counts as one (1) feed.</p>
<p>UKG Ready Compensation Manager*(If purchasing)</p> <p>*Requires UKG HR</p>	<p>Automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> • Configurable compensation cycles • Tie compensation to performance outcomes • Import/export Excel based compensation proposals • Routing & approval workflows • Complete compensation process visibility • Budget vs. proposed comparison
<p>UKG Ready Performance Management*(If purchasing)</p> <p>*Requires UKG HR</p>	<p>Provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> • Full Performance Configuration** • Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customers will be responsible for the setup of each development area. • Succession Planning <ul style="list-style-type: none"> • Succession Metrics • Up to 5 Succession Profiles will be configured by the UKG project team, however the Customer can configure as many as needed • Customer will be trained in how to assign succession profiles to employees and manage the metrics <p>**Up to three (3) review profiles will be configured by the UKG project team. The customer can continue to configure as many as needed.</p>

<p>UKG Recruiting*(If purchasing)</p> <p>*Requires UKG HR</p>	<p>Provides proactive administration of your Recruitment strategy across the UKG Ready solution through:</p> <ul style="list-style-type: none"> • Applicant Configuration • Applicant Administration • Job Requisitions • Workflows** • Checklists** • Tracking/recruitment custom forms** • Talent tracking: training, skills, certifications • Communication and Notification templates**
---	---





- Standard reporting

**Up to five (5) of each, as needed, will be configured by the UKG project team. The customer can continue to configure as many as needed.

8. Service Requests

Requests for change to this Statement of Work or the project it covers must be submitted to your project manager in writing or in the form of an electronic service request. Any of the following items will be considered out of scope and require a service request:

- Material changes in the scope or effort (i.e., # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of deliverables to meet the defined scope of effort (i.e., additional integration, profiles, etc.)
- Changes to the project resource requirements
- Changes to the Launch duration, i.e., changes to scheduled dates after acceptance of the Project Plan

UKG will estimate the time and costs needed to implement the change and the impact it may have on the delivery of the project. UKG will perform the requested work once the service request has been completed and signed by the Customer.

9. Completion Criteria

The project covered under this Statement of Work will be considered complete when any one of the following completion criteria is met, and no further Application configuration work is to be done as part of the originally ordered implementation. If additional work is required, a Change Order or new Statement of Work must be scoped, quoted, and signed.

- The customer has affirmed approval in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- Material changes to the project resource requirements
- Material changes to the Launch duration



Master Services Service Agreement

This Master Services Agreement (the “Agreement”) is made between Florida Housing Finance Corporation, a public corporation and a public body corporate and politic (“Customer”) and UKG Inc., a Delaware corporation, (“UKG”) and is effective as of the date of last signature (“Effective Date”). The terms and conditions set forth below shall apply to the UKG supply of the commercially available version of the UKG Software as a Service (“SaaS”) Applications in UKG’s hosting environment and the services related thereto, and Customer wishes to use the Applications as specified on a UKG Order on a subscription basis. In consideration of the covenants and agreements contained herein, Customer and UKG hereby agree as follows:

1. Definitions

“**Affiliates**” means those UKG or Customer entities that directly or indirectly control, are controlled by, or are under common control with UKG or Customer, respectively. “**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, voting trust or otherwise.

“**Agreement**” means these terms and conditions, including all exhibits, schedules, and attachments hereto together with the Order(s) and schedules and attachments thereto, including any other terms incorporated into this Agreement by reference.

“**Applicable Law(s)**” means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders which govern the Party’s respective business.

“**Application(s)**” or “**SaaS Application(s)**” means those UKG SaaS application programs set forth on an Order which are made accessible for Customer to use under the terms of this Agreement on a subscription basis.

“**Billing Start Date**” as indicated on the applicable Order.

“**Customer Data**” means all content, or data, which Customer or others acting on behalf of or through Customer, posts or otherwise inputs into the Applications, including but not limited to Personal Data.

“**Documentation**” means the published online technical specifications for the Applications, such as user manuals and administrator guides.

“**Initial Term**” means the initial term of the Services as indicated on the Order.

“**Subscription Fee(s)**” means the monthly fees described in an Order.

“**Order**” means an Order mutually agreed upon by UKG and Customer, signed contemporaneously with this Agreement or referencing this Agreement, setting forth, among other things, the items ordered by Customer and to be provided by UKG and the fees to be paid by Customer, subject to the terms of this Agreement.

“**Party**” or “**Parties**” means UKG or Customer, or both of them, or their Affiliate(s), as the context dictates.

“**Personal Data**” means any direct or indirect information concerning individually identifiable persons that is protected against disclosure under international, federal, state, and local laws, rules, regulations, directives, and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party’s collection, use, processing, storage, or disclosure of such information. The term “Personal Data” includes “personal data” (as defined in GDPR), “personal information” (as defined in the CCPA), and other similar terms used in applicable data protection laws such as “personally identifiable information”.

“**Renewal Term**” means the renewal term of the Services as indicated on the Order.

“**Services**” means accessibility to the commercially available version of the Applications, and all such services, items and offerings as set forth in an Order.

“**Term**” means the Initial Term and any Renewal Terms thereafter.

2. Term

2.1 The Term of this Agreement commences on the Effective Date and shall continue until the stated term in all Order(s) has expired or until terminated in accordance with the provisions hereof.



2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than one hundred twenty (120) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within thirty (30) days after receipt of written notice.

2.4 If the Agreement is terminated for any reason:

- (a) Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by UKG, UKG shall refund Customer any pre-paid fees for services not delivered by UKG;
- (b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect;
- (c) Customer and UKG agrees to timely return or destroy any Confidential Information of the other party, with any retained Confidential Information remaining subject to this Agreement ; and
- (d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.5 Unless otherwise mutually agreed to by the parties, Customer Data shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, UKG shall have no further obligation to store or make available the Customer Data. UKG will delete Customer Data after Customer's rights to access the Services and retrieve Customer Data have ended.

3. Fees and Payment

2.1 Customer shall pay the fees, on the payment terms and in the currency indicated in the Order or subject to Section 13.9 below. Customer is responsible for all applicable taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege. Any invoices not disputed within sixty (60) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within sixty (60) days after the date such amounts are due and payable shall bear interest at a rate of one and one half percent (1.5%) per month.

2.2 Subscription Fees shall be based on monthly periods that begin on the Billing Start Date. Subscription Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Subscription Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Subscription Fees shall be invoiced promptly following the end of the calendar month in which the Subscription Fees were accrued. UKG will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Subscription Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order either on a: (a) per month basis; (b) per active employee (herein "Active Employee") or compensated employee (herein "Compensated Employee") per month usage basis; (c) per transaction basis (e.g. pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee or Compensated Employee, as applicable on an Order, during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

2.3 If any undisputed amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, UKG may, without limiting UKG's rights or remedies, suspend Services until such undisputed amounts are paid in full. UKG will provide at least ten (10) days prior written notice that Customer's account is overdue before suspending Services.

2.4 UKG may increase the Monthly Services Fees as set forth in an Order. The increased Subscription Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

4. Rights to Use

4.1 Customer is permitted to use the Services for its own internal business purposes, including for its employees and the employees of its Affiliate, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; (c) does not provide such access to a competitor of UKG who provides human capital management services or workforce management services; (d) and (d) 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. Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.



4.2 Customer shall not reverse compile, disassemble or otherwise convert the Applications, including without limitation, any third party components, or other software comprising the Services into uncompiled or unassembled code. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of UKG. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.3 Customer acknowledges and agrees that, as between Customer and UKG, UKG retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. No license, right, or interest in any UKG trademark, trade name, or service mark or those of any third party supplying technology as part of the Applications, is granted hereunder. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Customer acknowledges that the Services may change from time to time as required by changes to normal business conditions. As such, UKG will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. In any event, UKG shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the effective date of an Order. UKG also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order or as otherwise set forth in this Agreement.

4.5 Benefits Center. If Customer has purchased the Benefits Center offering as indicated on an Order, the terms and conditions located at <https://www.ukg.com/benefits-center-terms-and-conditions> will apply. The Benefits Center offering is only available within the United States.

4.6 Customer is responsible for complying with the Acceptable Use Policy which can be found at: [*****.ukg.com/policies/acceptable-use](https://www.ukg.com/policies/acceptable-use). “Acceptable Use Policy” and “AUP” are interchangeable terms referring to the policy describing prohibited uses of the service as further described in the link. UKG and its third party cloud sub-processor reserve the right to review Customer’s use of the service and Customer Data for AUP compliance and enforcement. If UKG discovers an AUP violation, and UKG reasonably determines that UKG must take immediate action to prevent further harm, UKG may suspend Customer’s use of the service immediately without notice. In such event, UKG will contact Customer when UKG suspends the service to discuss how the violation may be remedied, so that the service may be restored as soon as possible. If UKG does not reasonably believe it needs to take immediate action, UKG will notify Customer of the AUP violation. Even if UKG doesn’t notify Customer or suspend the service, Customer remains responsible for any such AUP violation. UKG will restore the service once the AUP violation is cured or as both Parties may agree.

5. Connectivity and Access

Customer acknowledges that Customer shall be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software and third party services). UKG is hereby (i) granted access to such Customer Data to perform its obligations under the Agreement and (ii) authorized to audit the number of employee counts or other transactions that have occurred to measure Usage.

6. Educational Materials and Support

6.1 Standard Support. UKG will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the UKG Customer Portal.

6.2 Educational Materials and Content. Customer will have access to certain educational materials and content (the “Educational Content”) within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by UKG. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer’s internal training purposes and may not disclose such Educational Content to any third party other than Customer’s employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of UKG, provided that Customer may download and modify contents of Training Kits solely for Customer’s internal use.

6.3 Technical Account Manager. Customers purchasing a UKG Technical Account Manager (“TAM”) as indicated on the Order shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts (“Technical Contacts”) to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG training for the Applications covered under this Agreement at Customer’s expense.



7. Service Level Agreement

7.1 UKG SHALL: (A) PROVIDE BASIC SUPPORT FOR THE SERVICES AT NO ADDITIONAL CHARGE, (B) USE COMMERCIALY REASONABLE EFFORTS TO MAKE THE SERVICES AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AT A MINIMUM OF AT 99.5% AS MEASURED OVER ANY ONE MONTH EXCEPT FOR: (I) PLANNED DOWNTIME IN ACCORDANCE WITH UKG'S STANDARD MAINTENANCE WINDOWS, OR (II) ANY UNAVAILABILITY CAUSED BY CIRCUMSTANCES BEYOND UKG'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF NATURE, ACTS OF GOVERNMENT, FLOODS, FIRES, EARTHQUAKES, CIVIL UNREST, ACTS OF TERROR, STRIKES OR OTHER LABOR PROBLEMS (OTHER THAN THOSE INVOLVING UKG EMPLOYEES), INTERNET SERVICE PROVIDER FAILURES OR DELAYS, OR DENIAL OF SERVICE ATTACKS (HEREAFTER "AVAILABILITY"), AND (C) PROVIDE SERVICES IN ACCORDANCE WITH APPLICABLE LAWS AND GOVERNMENT REGULATIONS.

7.2 **Credits.** In the event UKG does not meet the Availability as set forth above ("Missed Availability"), then Customer is entitled to a credit to Customer's monthly invoice for the affected month, such credit to be as set forth in the Missed Availability Credits chart. This Missed Availability Credit, if applicable, will be applied to any monies owed by Customer in the following quarter or if no such monies are owed, then UKG shall refund such credit to Customer. Customer must notify UKG in writing of the request for a credit within thirty (30) days of the Missed Availability. Customer waives any right to Missed Availability Credit not requested within this time period. The Availability and any applicable Missed Availability Credit are based on UKG records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

Missed Availability Credits	
Availability %	Missed Availability Credit
<99.50% to 97.75%	2%
<97.75% to 95.50%	5%
<95.50%	10%

For the purposes of calculating credits: "Excluded Events" means any event is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG or its Suppliers, (c) failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (d) emergency maintenance (e) any suspension of the Services in accordance with the terms of the Agreement; (f) the unavailability of required Customer personnel, including as a result of failure to provide UKG with accurate, current contact information; or (g) using the Applications in a manner inconsistent with the Documentation for such Applications.

Missed Availability Credits are based on UKG records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

3.1 Limited Warranty; Disclaimers of Warranty

8.1 UKG represents and warrants to Customer that the Applications, will perform substantially in accordance with the Documentation during the Term.

8.2 UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Applications at no additional charge to Customer. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the material breach in writing and providing UKG with sufficient evidence of such non-conformity to enable UKG to reproduce or verify the same.

8.3 EXCEPT AS PROVIDED FOR IN THIS AGREEMENT, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES OR THE SAAS APPLICATIONS NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

9. Data, Security and Privacy

9.1 Customer shall retain ownership of the entire right, title and interest in and to Customer Data. No ownership rights in Customer Data will transfer to UKG.

9.2 Customer grants to UKG a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile



Customer Data in aggregated, de-identified form, that does not identify Customer, its users, employees or Customer Confidential Information, and that is stripped of all persistent identifiers (e.g. device identifiers, IP addresses, and cookie ID's), for the purposes of UKG's providing or maintenance of, improvement to, and operation of the Services or for any new or different products or services.

9.3 UKG shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data as set forth in Exhibit A "Data Security and Privacy". Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular UKG supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

10. Indemnification

10.1 UKG shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction, or as a result of UKG's settlement of such a Claim.

10.2 In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Subscription Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

10.3 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement of the Application is based on: (a) a modification undertaken by Customer, or on behalf of Customer; (b) use other than as authorized by the Agreement; or (c) use in conjunction with any data, equipment, service or software not provided by UKG, where the Application would not otherwise infringe or otherwise be the subject of the Claim.

10.4 To the extent allowable by Applicable Law, Customer shall defend UKG, its directors, officers, and employees (collectively, the "**UKG Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (c) a claim that the Customer Data infringes in any manner any intellectual property right of any third party, or any of the Customer Data contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

10.5 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

11. Extent and Limitations of liability

11.1 EXCEPT FOR UKG'S FAILURE TO PERFORM THE PAYMENT SERVICES IN ACCORDANCE WITH THE TERMS OF THE PAYROLL SERVICES AS SET FORTH IN EXHIBIT B (PAYROLL SERVICES) IN THE APPLICABLE ORDER THAT (I) RESULTS IN ANY PENALTY AND INTEREST INCURRED BY CUSTOMER OR (II) FAILURE TO REMIT ANY TAX PAYMENT ON BEHALF OF CUSTOMER AND FOR WHICH CUSTOMER HAS MADE TIMELY, ACCURATE, AND COMPLETE DEPOSITS TO UKG AS PROVIDED IN EXHIBIT B, THE TOTAL AGGREGATE LIABILITY OF UKG TO CUSTOMER IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES



PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

11.2 UKG will not BE LIABLE FOR ANY INCIDENTAL, indirect, SPECIAL, PUNITIVE, CONSEQUENTIAL or other indirect DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG AND Customer have told each other that either one is concerned about PARTICULAR type of LIABILITY, LOSS OR DAMAGE.

12. Confidential Information

12.1 "Confidential Information" means any non-public information of a party relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party. Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

12.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or Affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 12, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 12, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

12.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

12.4 Florida's Public Records Law: Subject to Section 119.01-.15, Fla. Stat., as may be amended from time to time, this Contract is subject to Chapter 119, Florida Statutes, UKG and Customer shall if and to the extent required by Applicable Law allow public access to any file, report, record, document, paper, letter, or other material received, generated, maintained by or sent by UKG except for any file, report, record, document, paper, letter, record or other material received, generated, maintained which are made confidential or exempt from public record disclosure by law, must be protected from disclosure.

Pursuant to Section 119.0701(2)(b), Fla. Stat., UKG and Customer, if and to the extent required by Applicable Law, will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service under this contract.
- b. Upon request from public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.



For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of Customer official business, except for UKG’s intellectual property.

Customer acknowledges and agrees that UKG is not a “Contractor,” as such term is defined within Fla. Stat. 119.0701(1)(a), and not an “Agency,” as such term is defined within Fla. Stat., 119.011(2), because UKG is not acting on behalf of the Customer, but rather providing products and services to Customer. Specifically, Customer represents and warrants that Customer is not delegating its public purpose or objective to UKG, Customer does not regulate or otherwise control UKG’s professional activity or judgment, UKG is not performing Customer’s governmental function, UKG is not functioning or providing products and services for the benefit of the public, and the products and services contracted for are not an integral part of the Customer’s decision-making process. As such, Customer acknowledges and agrees that UKG is not subject to Fla. Stat. 119.0701, et seq., and need not, and will not be made to, provide to Customer any data processing software upon the termination of the contract.

For the sake of clarity, the inclusion of the foregoing is not an admission by either Party that UKG is a “Contractor,” as such term is defined within Fla. Stat. 119.0701(1)(a), or an “Agency,” as such term is defined within Fla. Stat., 119.011(2). UKG is not a “Contractor” or “Agency” as those terms are respectively defined because UKG is not acting on behalf of the Customer, but rather providing products and services to Customer.

If UKG has questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this contract, they may contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org**

13. GENERAL

13.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and “opt out” of the Uniform Computer Information Transactions Act (UCITA), or such other similar law as may have been adopted.

13.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

13.3 This Agreement cannot be assigned by a Party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to one of its Affiliates, or to a person or entity that acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business.

13.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party’s reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party’s failure to timely place orders therefor, or lack of or delay in transportation (each a “Force Majeure Event”).

13.5 When either Party needs to provide official notification under this Agreement, those notices must be in writing and considered delivered upon actual receipt. Any cure period pursuant to Section 2 will begin on the date the notice is received. All Customer notices must be sent to the following:

UKG Inc.
900 Chelmsford Street



Lowell, MA 01851
Attention: Elizabeth McCarron, EVP Chief Legal Officer

13.6 The Parties agree that UKG shall be entitled to refer to the Customer as a UKG customer, including the use of Customer's name and Customer's logo, on public platforms that include but are not limited to lists of UKG's customers, and on UKG's website.

13.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

13.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax, e-signature, or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

13.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically through the UKG application site (currently the UKG marketplace). AS SUCH, CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

13.10 No third-party beneficiaries exist under this Agreement.

13.11 This Agreement (and any information in any referenced exhibit, schedule, attachment, or annex, or at any referenced URL or specifically incorporated by reference), together with the applicable Order(s), constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. If Customer uses its own purchase order as an Order Form, no pre-printed terms of that purchase order shall apply to the items ordered, and any reference to a UKG quote number or order number shall be deemed to incorporate that UKG quote or order form into Customer's purchase order. This Agreement may be amended only in writing signed by authorized representatives of both parties.

13.12 The person signing this Agreement and an Order on behalf of UKG and on behalf of Customer represent that they are lawfully able to enter into contracts and are authorized to sign this Agreement and the Order(s) and bind the entity on whose behalf they are entering into this Agreement and Order.

13.13 UKG and Customer agree to comply with Applicable Laws, and if to the extent applicable, UKG and Customer shall comply with the following Florida State laws:

1. Fla. Stat. § 420.512(5). For the purposes of § 420.512(5), "Prohibited Business Solicitation Communications" is defined by Fla. Stat. § 420.503(34).
2. Fla. Stat. § 420.512(5)(c).
3. Fla. Stat. § 287.133(2)(a).
4. Fla. Stat. § 20.055(5).
5. Fla. Stat. § 448.095

Notwithstanding anything to the contrary of the foregoing, as it relates to Fla. Stat. § 20.055(5), if and to the extent applicable, UKG will in good faith comply with any reasonable audit request from the inspector general as defined under such statute subject to UKG's security rules and policies and UKG's confidentiality obligations to its other customers. For audits related to information and privacy of Customer Data, please see Exhibit A, Data Security and Privacy.

The Parties hereby confirm and agree that this Agreement is effective at the date signed below and that all terms and conditions have been agreed to:



Florida Housing Finance Corp

By: *Hugh Brown*
131F07AA646648E...

Name: Hugh Brown

Title: General Counsel

Date: 9/22/2022 | 10:39 AM PDT

UKG Inc.

By: *Janet Sims*
DocuSigned by:
6C48907BBEEC4C0...

Name: Janet Sims

Title: NL Contract Administrator

Date: 9/28/2022 | 5:40 PM EDT



Exhibit A
Data Privacy and Security

8. Information Security Management Program. In the course of providing the Services, UKG may process, collect, transfer, store and use Customer Data, as defined in the Agreement. UKG shall maintain an information security management program in accordance with generally accepted industry standard practices that include reasonable administrative, technical, and physical safeguards to protect assets and Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction as further set forth herein.

1. Audits.

(a) ISAE3402 / SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, Privacy, and Availability (SOC 1 and SOC 2), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Applications. Such audits shall be carried out by an independent, certified third party and the resulting summary reports shall be provided to Customer upon request.

(b) Audit by Customer: Customer shall have the right to receive assurances of the measures agreed upon to maintain data security and adequate data protection. Customer may exercise this audit right granted to it either personally or appoint a third party that is bound by appropriate obligations of confidentiality. 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, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG's corporate headquarters. In no event shall Customer or its designees be permitted to access UKG's systems, network servers, scan summaries or activities logs.

2. Entity Controls: Consistent with UKG's obligation to maintain its compliance with ISAE3402/SSAE 18 (SOC 1 and SOC 2) for the Applications, 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 in support of the Application.
- b. **Employee Onboarding:** All UKG personnel shall be subject to a background check upon hire and accept UKG's Code of Conduct.
- c. **Employee Termination:** UKG shall terminate all credentials and access to the Applications of a UKG employee in the event of termination of his or her employment within a 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.
- e. **Security Awareness Training:** UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.
- f. **Security Documentations and Measures:** UKG shall maintain an organizational unit that is responsible for security and compliance issues. This unit shall develop, maintain, and operate to ensure that there is a trusted platform which meets an industry standard framework such as the SOC 2 criteria for Security, Availability, Privacy, and Confidentiality.
- g. **Change Management:** UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware with respect to the Application.

3. 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 Application 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 Application 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 systems underlying the Application. 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:** Developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices. 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 Applications 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 Application shall be secured using an industry standard protocol.
 - h. Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology.
 - i. Firewalls: Connections to the Applications 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 Applications 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.
 - 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 Application.
 - 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 Application.
 - n. Audit Logging: UKG shall log UKG personnel's access to the Application to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.
- 4. 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 Application. 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.
- 5. 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 Data has occurred, UKG agrees to notify Customer per Applicable Law.
 - b. UKG shall (i) investigate such Security Incident and perform a root cause analysis; (ii) remediate the effects of such Security Incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.
- 6. 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.
- 7. 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' declaration of disaster, UKG shall implement said plan to return the Application to operation. UKG shall annually test and review its business continuity plan and update as necessary.
- 8. Sub-processors.**
- a. Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under this Agreement. The list of sub-processors that are currently engaged by UKG to carry out processing activities on Customer Data on behalf of Customer can be made available to Customer upon Customer's written request. Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under Applicable Law.
 - b. At least thirty (30) days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable list and provide Customer with a mechanism to obtain notice of that update. Customer may object, on reasonable data protection grounds, to any such new sub-processor by providing notice of such objection to UKG within ten (10) days of Customer's receipt of notification of the addition of the new sub-processor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of any such objected to



new sub-processor for the processing of Customer Data or is otherwise unable to reasonably correct or remedy 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 sub-processor.

- c. When engaging any sub-processor UKG will enter into a written agreement with the sub-processor and such written agreement with the sub-processor will require the sub-processor to (i) have appropriate technical and organizational measures to meet the requirements of applicable data protection laws, (ii) be bound to confidentiality obligations at least as restrictive as those contained in this section of this Agreement, and (iii) UKG will remain responsible for the performance of the sub-processor's processing of Customer Data and compliance with applicable data protection laws.
- d. Within ten (10) days of receiving notice that any new sub-processor will carry out processing activities on Customer Data for UKG, Customer may object in writing on reasonable data protection grounds. If UKG, in its sole discretion, is unable to remedy the Customer's objection within thirty (30) days receipt thereof, Customer may terminate the impacted Services identified in an Order. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.



Exhibit 2 UKG READY BENEFITS

Customer is purchasing UKG Ready Benefits as further described herein and in the applicable Order and as such, the following terms and conditions apply:

1. CONNECTIVITY AND ACCESS; SERVICES AND APPLICATION NOTICES

Customer agrees to receive electronic communications relating to Customer's use of the Services and Applications. UKG may communicate with Customer by email or by posting notices within the Applications. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by Customer will be deemed delivered and effective when sent to the email address that Customer provides within the Applications. By creating an account, submitting information or otherwise providing UKG with Customer's email address, postal address or phone number, Customer is agreeing that UKG or the UKG's agents may contact Customer at that address or number in a manner consistent with UKG's Privacy Policy.

2. DISCLAIMERS

UKG IS A TECHNOLOGY PLATFORM PROVIDER AND MAKES NO REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO, AND HAS NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH, THE OPERATION, PERFORMANCE OR SUITABILITY OF, ANY THIRD PARTY BENEFIT OR INSURANCE PRODUCT OR SERVICE AVAILABLE FOR ENROLLMENT, REGISTRATION, USE OR CONNECTION THROUGH THE SERVICE. UKG IS NOT RESPONSIBLE FOR ACCURACY OF THE DATA COMMUNICATED. CUSTOMER FURTHER RECOGNIZES THAT IN THE DELIVERY OF THE SERVICE, UKG MAY WORK WITH THIRD PARTY PROVIDERS AND UKG CANNOT BE AND IS NOT LIABLE FOR ISSUES, ACTIONS AND/OR OMISSIONS ON THEIR PART.

3. DATA SECURITY AND PRIVACY; HIPAA

In the event that UKG will create, receive, maintain or transmit protected health information ("PHI" as defined under HIPAA) on behalf of Customer in providing the Services, Customer agrees to disclose the fact that Customer is a covered entity or business associate (as defined under HIPAA) to UKG prior to entering into the order and the Parties agree to enter into a HIPAA business associate agreement prior to Customer transmitting and/or UKG accessing any PHI. If applicable, the HIPAA business associate agreement is hereby incorporated by reference into the Agreement.

4. NATIONAL AUTOMATED CLEARING HOUSE (NACHA) AGREEMENT

Customer agrees not to provide UKG with any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and to notify UKG in advance if any transactions would be considered International ACH Transactions ("IATs"). UKG's policy is not to process IATs. Customer agrees to indemnify UKG against any loss experienced by UKG due to Customer's noncompliance with Nacha Operating Rules and Guidelines. UKG and its originating financial institution maintain the right to audit compliance with the Agreement and to terminate the Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

5. GENERAL

5.1 All notices given under the Agreement, except electronic notices from UKG to Customer relating to the Services and Applications, shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

5.2 These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

5.3 Customer acknowledges and agrees that any regulated financial services, including regulated aspects of any applicable payment services provided hereunder will be performed by Kronos SaaS, Inc. Customer further acknowledges and agrees that any regulated third party administrator services provided hereunder will be performed by EverythingBenefits, Inc. Both Kronos SaaS, Inc. and EverythingBenefits, Inc., are subsidiary companies of UKG Inc.



EXHIBIT B PAYROLL SERVICES

This Payroll Services Exhibit governs the provision of the Payroll Services (the “**Payroll Services**”) by UKG to Customer. Capitalized terms not defined within this Exhibit are defined in the Agreement.

Attachment 1 of this Exhibit sets forth the applicable entities, including Customer itself (collectively the “**Covered Entities**”), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from UKG. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by UKG.

Payroll Services shall be performed by Kronos SaaS, Inc., a subsidiary of UKG Inc. For purposes of this Exhibit, “**UKG**” shall mean UKG Inc. and its subsidiary Kronos SaaS, Inc.

Article 1. Payroll Services

a) Subject to all of the terms and conditions of the Agreement, UKG shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer’s payroll obligations for United States- based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order or as part of the UKG Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

- Payroll Services.
 - Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order and the responsibilities of Customer and UKG set forth throughout the Agreement. UKG’s standard fees for certain miscellaneous services, such as W2/1099 printing, fees for tax accounts with an “applied for” status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, stop payment fees (for Customers purchasing UKG SmartCheck) and preparing/filing of amended returns, can be found in the Payroll Services Pricing Schedule located at <https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-schedule-August2019> (“**Payroll Services Pricing Schedule**”) which is subject to change. Customer will submit payroll and tax monies via one of two funding methods (“**Funding Method**”): (i) Automated Clearing House (**ACH**) funding, or (ii) draw down wire (“**Draw Down Wire**”) funding. Customer is only eligible for ACH funding if approved by UKG. Customer will be required to utilize the Draw Down Wire Funding Method if Customer is not approved for ACH funding.
 - Customer will submit the payroll information to UKG in the format and including the information specified by UKG from time to time. Submission is expected to occur two (2) Business Days prior to Customer’s scheduled check date. “**Business Day**” means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. The deadline for Customer’s submission of payroll is determined by the applicable Funding Method. On the date Customer’s payroll is submitted, if the Funding Method is ACH, then the deadline for submission is 3:00 p.m. Eastern Time; if the Funding Method is Draw Down Wire, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date, and, provided Customer’s payroll is submitted timely, UKG will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. If payroll is submitted after the applicable submission deadline, payroll will be finalized the following day. Submission by Customer of payroll less than two (2) Business Days prior to Customer’s scheduled check date may result in the requirement to utilize an alternative Funding Method, delayed processing of banking, and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Schedule. Customer shall indemnify, defend and hold UKG harmless from and against claims, losses or any other liabilities arising from or relating to Customer’s late submission of transactions. If Customer has elected for UKG to provide direct deposit services, UKG will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer’s employee and third-party vendor accounts. If payroll is submitted less than two (2) Business Days prior to Customer’s scheduled check date (by the deadline times set forth above), funds may not be available in employee accounts at the opening of the banking day.
 - Customer will notify UKG if Customer is providing instructions to UKG to process payroll on behalf of a third party. Without limitation, UKG is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any Applicable Laws, as well as any National Automated Clearing House Association (“**NACHA**”) operating rules. Customer agrees to be bound by the then-current NACHA operating rules. “**ACH**” means the network used for electronic payments and money transfers, Automated Clearing House. UKG reserves the right to audit Customer’s compliance with the NACHA operating rules and the terms of this Agreement.
 - Customer authorizes UKG to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes UKG via the applicable Funding Method and in accordance with the terms of this Agreement to: (a) debit Customer’s or as applicable a Client Entity’s demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the “**Customer Account**”) for all payroll tax obligations and credit a like amount to an account designated by UKG, which may be held in trust by a third party trustee (the “**Payroll Services Accounts**”), which funds shall be held in such Payroll Services Accounts until such time as such funds are due



to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer (“EFT”) or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.

- UKG shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Exhibit, nor is UKG responsible in relation to any taxes which UKG did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues (“NSF”). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).
- Customer shall maintain and provide UKG accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable UKG to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, UKG files a tax return containing “Applied For” status, then Customer agrees and acknowledges that it releases UKG from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

i. Additional Payroll Services.

- **UKG SmartCheck** – means the Payroll Services with the issuing of employee payroll checks from UKG Payroll Services Accounts. This service is only available if UKG Payroll Services with UKG SmartCheck appears on Customer’s Order. If Customer uses UKG Payroll Services Accounts for distribution of funds via check, any stale dated checks will be voided and the funds returned to the Customer. The Customer is responsible for complying with all applicable unclaimed property reporting requirements. Customers electing this service must ensure that checks are not distributed to employees for payment prior to the Check Date. All checks issued on a Payroll Services Account must be printed by UKG for distribution.
- **Check Printing and Fulfillment Services.** - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer’s bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by UKG for shipping of documents and/or checks. Unless Customer has purchased UKG SmartCheck, employee payroll checks will be drawn on the Customer’s bank account.
- **ACH Child Support & Third Party Vendor Processing** - means the impoundment and remittance of funds for third party payments, such as child support, via ACH to the applicable state child support agencies or other applicable payees.
- **W2 Filing** - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for UKG to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, **excluding** Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- **1099 Filing** - means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for UKG to timely fulfill its obligations.
- **New Hire Reporting** – means the electronic filing of new hire reports based on applicable state reporting requirements. Customer will be required to register for Multiple State reporting if required to file in more than one State and to maintain the registration as may be required. UKG will only report new hires to States that will accept electronic filing.

i. **UKG Ready Platform.** Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the UKG Ready Platform or any other product expressly authorized by UKG, and hereby authorizes and directs UKG to interface the UKG Ready Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants UKG consent to administrative access rights to the UKG Ready Platform for the purpose of fulfilling UKG’ obligations under this Exhibit.

Article 2. Customer Data Retention

2.1 Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse UKG for the costs of producing any information in UKG’ possession or control relating to Customer’s business or employees that UKG produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Exhibit or UKG no longer requires such information to provide Payroll Services to Customer, UKG may dispose of Customer Data in accordance with UKG’ data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, UKG may dispose of Customer Data not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with UKG’ data retention policy in effect from time to time.

2.2 Notwithstanding anything to the contrary in this Exhibit, each party’s use and disclosure of tax return information pursuant to or in connection with this Exhibit shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 3. Customer Covenants

3.1 Customer shall, and shall cause any Covered Entities to, comply with the terms of this Exhibit, accurately and timely complete all forms and documents requested by UKG from time to time in order for UKG to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by UKG to integrate Payroll Services with the UKG Ready Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to UKG all of the



forms and documents requested by UKG, and any agreed timelines shall be automatically adjusted accordingly with no liability to UKG attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to UKG other forms and documents requested by UKG necessary to deliver the Payroll Services during the Term.

3.2 To the extent required in connection with any Payroll Services, Customer hereby appoints UKG as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. UKG shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint UKG as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Exhibit and the date UKG is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Exhibit and shall execute and file all documents necessary to effectuate such revocation. UKG reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

3.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at UKG's sole discretion and UKG may immediately terminate this Exhibit upon notice to Customer.

3.4 Banking and Funding Covenants

(a) Funding Payroll Obligations All monies caused to be transferred by UKG on behalf of Customer will be funded via the applicable Funding Method initiated by UKG to Customer's account in accordance with this Section 3.4.(a) Customer agrees to execute with its financial institution any agreements necessary to allow UKG to cause the initiation of the Funding Method to and from Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of the Funding Method, then Customer's payroll and related services will be delayed or suspended. Customer shall indemnify, defend and hold UKG harmless from and against claims, losses or any other liabilities arising from or relating to Customer's failure to properly fund its account or its other prevention of UKG from effecting the Funding Method except to the extent arising from UKG's gross negligence or willful misconduct. For quarter end and year end reconciliation purposes, UKG will utilize standard ACH services to reconcile Customer tax remittances and liability variances. UKG shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to UKG causing a debit of the Customer's bank account for the amount required to satisfy such variances.

(b) Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of UKG, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as a Funding Method on an exception-only basis. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that other Funding Method(s) are initiated, or (b) proper authorization was not granted to UKG to cause the collection of funds via the other Funding Method(s), or (c) Customer is approved for ACH Funding but fails to submit payroll timely or submits a payroll that exceeds the approved ACH limit. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and Customer shall indemnify, defend and hold UKG harmless from and against claims, losses or any other liabilities arising from or relating to exception processing, except to the extent arising from UKG's gross negligence or willful misconduct.

(c) Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Funding Method request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. For customers funding via Draw Down Request or by Direct Wire on an exception basis as noted above, all payments made on Customer's behalf via ACH money movement will be caused to be released by UKG only after UKG receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, UKG will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by UKG.

(d) Collection Account Testing. Customer hereby authorizes UKG to perform collection account testing as described in this Section 3.4.(d) The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), UKG will cause the initiation of test transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify UKG in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s).

(e) Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all drawdown requests and standard ACH transfers received from UKG and/or its agent, (b) promptly notify UKG of any discrepancies between transaction amounts and the amounts expected



by Customer; and (3) notify UKG immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

3.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. UKG' and/or the applicable financial institution's then- standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the UKG Ready Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), UKG will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. UKG will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

3.6 If Customer defaults under this Exhibit, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then UKG may, in its sole discretion: (a) terminate this Exhibit with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, UKG or its Affiliates.

3.7 Customer shall promptly review all reports and documents provided or made accessible by UKG or through the Payroll Services and shall inform UKG of any inaccuracies not later than five (5) Business Days after receipt or notification of availability.

3.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Exhibit. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Exhibit by Customer.

3.9 Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that UKG may deem necessary in connection with the provision of Payroll Services. UKG shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass UKG' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass UKG' ongoing credentialing process and (iii) terminate this Exhibit, and the Agreement, if Customer does not continue to pass UKG' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf UKG is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting UKG to provide any Payroll Services to such Covered Entities, and (ii) providing UKG with the information as may be reasonably requested by UKG, for each Client Entity prior to UKG providing Payroll Services to such Client Entity. Customer agrees to provide UKG with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform UKG promptly of any changes in any Client Entity information previously provided to UKG.

Article 4. Additional Provisions

Customer acknowledges that UKG shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Customer further acknowledges that UKG is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is UKG a fiduciary of Customer.

Article 5. Indemnification

○ To the extent allowable by Applicable Law, Customer will, at its own expense, indemnify, defend and hold UKG and its third-party technology suppliers and each of their respective directors, officers, employees, agents (the "**UKG Indemnified Parties**") harmless from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party ("**Claims**") arising from or related to: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Data or its collection or use by Customer violates Applicable Laws; (c) the performance by UKG of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of UKG; (d) UKG filing an "APPLIED FOR" return as an accommodation to Customer, or (e) Customer directing UKG to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. UKG will cooperate fully (at Customer's expense) in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with any such Claims, including, without limitation, any such amounts awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim. Customer's indemnity under this Section 5.1 shall survive the termination of this Exhibit.

○ UKG and/or the applicable UKG Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Exhibit. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable UKG Indemnified Parties without the prior written consent of applicable UKG Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, UKG and/or applicable UKG Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as UKG and/or applicable UKG Indemnified



Parties may deem appropriate, at the applicable UKG Indemnified Party’s sole expense, until such time as Customer does assume such control. The applicable UKG Indemnified Parties will cooperate fully (at Customer’s request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable UKG Indemnified Parties may retain their own counsel at its own expense, subject to Customer’s rights above.

**Attachment 1
Covered Entities**

Company Name	FEIN	Address	City	State	Zip
Florida Housing Finance Corp.	59-3451366	227 N Bronough St # 5000	Tallahassee	Florida	32301