

TASK AUTHORIZATION No. 1
UKG Dimensions Upgrade, Implementation, and Year 1 Subscription Services

Pursuant to State of Florida, Department of Management Services Alternate Contract Source and the Supplemental Terms and Conditions entered into by and between the Lee County Port Authority (Authority) and ThunderCat Technology, LLC. (Provider), a determination has been made by the Authority that there is a need for the performance of services by the Provider, as specifically set forth in this Task Authorization.

Objective:

The objective of this project is to upgrade the Authority's Kronos Time and Attendance system to the newest stable release - Dimensions. This new release will reside in the Google Cloud Platform (GCP) and be a fully SaaS (Software as a Service) platform.

Scope of Services:

See Exhibit C, Statement of Work.

Project Schedule:

Notice to Proceed. Provider will commence services upon receipt of an executed Task Authorization which will serve as the written Notice to Proceed. No services will commence until Authority issues a fully executed Task Authorization. The timeline for completion of the project, including completion of punch list items, to the satisfaction of the Authority is one hundred eighty (180) days from the date of a fully executed task authorization. Factors that may expedite or delay this schedule include: each party completing their respective tasks, the technical assistance or items provided by Authority's third parties and successful completion of a project milestone.

Compensation:

The total project cost is a NTE amount and the below table defines line item components to be provided under this Task Authorization for a complete system upgrade and implementation. See Exhibit D, Quotes.

Total compensation to the Provider for this Task Authorization will not exceed **\$131,441.68**:

- \$55,573.68 - Dimensions Year 1 subscription services
- \$75,868.00 - Services for upgrade & implementation of Dimensions

The following milestone payments will be made:

1. Project Kickoff	45%	\$59,148.75
2. Build	20%	\$26,288.34
3. Test	20%	\$26,288.34
4. Go-live	15%	\$19,716.25

Communication Plan:

STAKEHOLDERS	DELIVERABLE	FREQUENCY	OWNER	PREFERRED DELIVERY METHOD	COMMENTS
HR Director, HR Senior Manager, IT Director, IT Project Manager	Project updates	Weekly	HR Director	Email	
HR Director, HR Senior Manager, IT Director, IT Project Manager	Change Orders	ASAP	IT Project Manager	Email	

180 calendar days from the date of a fully executed task authorization are required to perform the services. All services must be complete and accepted by the Authority no later than September 1, 2024.

DocuSigned by:
By: Jean Kim Contracts Administrator
663BAFDD73F4E5...
ThunderCat Technology, LLC

Date: 12/7/2023

By: _____
Lee County Port Authority

Date: _____

EXHIBIT A
MILESTONE COMPLETION ACCEPTANCE

Milestone No.: _____

Milestone Title: _____

Milestone Total \$_____

The Authority agrees that the referenced milestone has been satisfactorily completed in full accordance with the Task Authorization and Agreement. The Authority further agrees to make payment to the Provider for the completed milestone according to the terms and conditions of the Task Authorization and Agreement upon receipt of a properly submitted invoice.

If issues exist which prevent the Authority from approving the milestone completion, the Authority will provide the Provider with a written account of any issues or deviations from the work as described in the Scope of Services within the Agreement. The Provider must promptly correct all issues and/or deficiencies and resubmit its request for the Authority to issue accept completion of the milestone.

LEE COUNTY PORT AUTHORITY

By: _____

Print name and title of authorized signatory

Date: _____

EXHIBIT B

ACCEPTANCE TEST PLAN

The Provider must provide a demonstration of system functionality and demonstrate that all integrations are fully operational.

The Provider must develop an Acceptance Test Plan for approval by the LCPA four weeks prior to acceptance test. The acceptance test plan must demonstrate that all features are operational in the system.

EXHIBIT C

STATEMENT OF WORK

UKG Migration Launch Statement of Work for LEE COUNTY PORT AUTHORITY

1. Introduction to Launch

UKG's launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting, and Subscription Service(s) access.
Requirements	This phase involves a review of the Customer's current system setup to validate configuration that can be moved "as-is" from the legacy system to the new UKG Subscription Service(s).
Build	This phase is designed to configure Customer's Subscription Service(s), build interfaces, and, if applicable, migrate employee data from the legacy system. This phase also includes unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes the Customer's integration and functional user acceptance testing (UAT) for the applicable Application(s).
Go Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Subscription Service(s) and transition to support.

2. Subscription Service(s) in Scope

The following Subscription Services are in scope and will be configured in accordance with the launch methodology and assumptions described in this document.

Subscription Service	Project Type	Go Live Phase
UKG Dimensions Timekeeping	Migration	Phase 1
UKG TeleStaff Move to Cloud and Align with Dimensions	Migration	Phase 1
UKG Dimensions Analytics	Net New	Phase 2

3. Launch Parameters

The following parameters support UKG's launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Go Live Phases	<ul style="list-style-type: none">A migration launch assumes all existing configuration will be moved "as-is" from the legacy system where possible and does not include additional services to introduce or retool workflows or policies during the migration. The launch of all net new or previously unconfigured Subscription Services, if purchased, takes place in Phase 2 following the Phase 1 migration launch.The target duration for the Phase 1 migration launch is expected to be twenty-four (24) to thirty-two (32) working weeks and assumes a single Go Live event for the Phase 1 Subscription Service(s) and integrations.All Phase 1 launch services end when the agreed upon scope of services is completed or expire six (6) months after the Phase 1 project kick-off date, whichever comes first. Additional services, if necessary to complete the Phase 1 launch, will require a separate Service Request.Kick-off for the Phase 2 launch, if applicable, will be scheduled within thirty (30) days of the Phase 1 launch Go Live.The target duration for the Phase 2 launch is expected to be two (2) to four (4) months and assumes a single Go Live event for the Phase 2 Subscription Service(s) and integrations.All Phase 2 launch services end when the agreed upon scope of services is completed or expire six (6) months after the Phase 2 project kick-off, whichever comes first. Additional services, if necessary to complete the Phase 2 launch, will require a separate Service Request.

Launch Item	Guidelines
Timeline and Pricing	<ul style="list-style-type: none"> • Project timeline and pricing assumes the Customer will have established standardized HR, pay, and time policies/practices for employees included within this Order. It is also assumed the services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Depending upon the preparation and engagement by the Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW. • Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. • Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. • UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the functionality beyond what is provided by the delivered Subscription Service(s). • UKG's quoted pricing does not include the Excluded Items set out in this SOW
Interfaces and Custom Reports	<ul style="list-style-type: none"> • In the event Customer requires additional UKG interfaces not specified in this SOW, such files will be scoped based upon complexity, delivered after Phase 1 Go Live, and billed at the then current rate. • In the event Customer requires custom reports not specified in this SOW, such reports will be created upon Customer request, delivered after Phase 1 Go Live, and billed at the then current rate. • In the event Customer is live and requires additional consulting services, data conversions, or configuration, those services will be scoped based upon complexity and billed at the then current rate. • UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.
Customer Tasks and Communication	<ul style="list-style-type: none"> • Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel	<ul style="list-style-type: none"> • All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred. • The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	<ul style="list-style-type: none"> Review Statement of Work (SOW), contract documents and resource assignments with Customer Facilitate and participate in the kick-off meeting Assist in defining Customer resources and training plan as part of the project plan Provide Customer access to the Subscription Service(s) as contracted in the Order 	<ul style="list-style-type: none"> Validate Statement of Work (SOW), contract documents and resource assignments Share project goals/success criteria with UKG project team Participate in the kick-off meeting Ensure key project resources attend recommended training course(s) throughout implementation 	<ul style="list-style-type: none"> Statement of Work (SOW) and contract documents reviewed and align with those received with the Order Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements			
	<ul style="list-style-type: none"> Review legacy system setup and identify if configuration changes are needed in new system due to differences in functionality. Review any necessary configuration changes with the Customer and determine how to best configure the new system to meet their needs. 	<ul style="list-style-type: none"> Review legacy system setup to identify outdated or unused items that should not be brought over to the new system. Partner with UKG to review any configuration changes needed due to differences in functionality between the legacy system and the new system. 	<ul style="list-style-type: none"> Updated project plan delivered detailing activities and primary milestones Legacy system setup reviewed to determine how it will transfer to the new system.
Build			
	<ul style="list-style-type: none"> Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration Share data mapping process and field specifications with Customer Configure interfaces as defined in this document Supply technical support for UKG network infrastructure 	<ul style="list-style-type: none"> Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration Provide data translations and field mapping defaults for all required fields Supply technical support for system integration/data conversion, system networking and any Customer hardware Review configuration and agree to proceed to Test phase 	<ul style="list-style-type: none"> Unit testing completed and configuration validated for Subscription Service(s) Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields Interfaces are configured and align with those defined in the SOW
Test			
	<ul style="list-style-type: none"> Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Resolve Customer-reported defects 	<ul style="list-style-type: none"> Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Report and retest identified defects 	<ul style="list-style-type: none"> User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live			
	<ul style="list-style-type: none"> Provide production support and post-live support for transition to UKG's Support Services team 	<ul style="list-style-type: none"> Execute manager and end-user training Validate Subscription Service(s) and mutually agree to proceed with Go Live 	<ul style="list-style-type: none"> First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the launch associated with the Subscription Service(s) purchased. UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	<ul style="list-style-type: none"> Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	<ul style="list-style-type: none"> Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks Develop and manage project schedule. Communicate overall project status and provide project reporting. Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	<ul style="list-style-type: none"> Create and deliver all in-scope integrations Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	<ul style="list-style-type: none"> Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Subscription Service Consultant(s)	<ul style="list-style-type: none"> Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests Complete the configuration life cycle per the launch methodology for Subscription Service(s) in scope

The Customer will provide resources and subject matter experts (SMEs) as described below or as otherwise mutually agreed to in the project plan based upon the Subscription Service(s) purchased.

Customer Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> Act as Customer project sponsor responsible to gain commitment for all project resources Provide executive-level support to the project team Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	<ul style="list-style-type: none"> Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks Communicate overall project status and provide project reporting to Customer steering committee if applicable Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	<ul style="list-style-type: none"> Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	<ul style="list-style-type: none"> Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> Provide subject matter expertise pertaining to the Customer's current business processes and policies for functional areas associated with in scope Subscription Service(s) Act as a primary resource and decision maker regarding Subscription Service(s) configuration Support Customer's User Acceptance Testing (UAT) effort during the Testing phase per the launch methodology and supplemental testing services, if purchased

6. Professional Services and Subscription Service Assumptions

The following Subscription Service and Professional Service assumptions were used to formulate the Order and this SOW. Apart from Training and User Acceptance Testing (UAT) Support which will be provided throughout the project, services described below will be delivered during Phase 2 only unless specifically identified as Phase 1. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> • Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption Assessment Workshop	<p>UKG will:</p> <ul style="list-style-type: none"> • Conduct one (1) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each to evaluate and assess Customer's user adoption needs • Provide access to user adoption action plan, adaptable change management and user training templates
Train the Trainer Consulting Workshop	<p>UKG will:</p> <ul style="list-style-type: none"> • Conduct one (2) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each focused on user training delivery for manager and employee roles • Provide standard hands-on exercises with the most common tasks for managers • Provide access to editable PowerPoint and participant guide from the Manager Tasks and Outcomes course

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	<p>UKG will:</p> <ul style="list-style-type: none"> • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from the Customer to validate system readiness prior to Go Live

Professional Integration Services	Assumptions
Phase 1 Flat-File Integration Templates	<p>UKG will deliver the following standard integration templates as part of the Phase 1 migration launch (flat-file integration templates are delivered via encrypted flat-file through a secure FTP site and processed as a scheduled event):</p> <ul style="list-style-type: none"> • One (1) Employee Data Import • One (1) Payroll Export • One (1) Accrual Balance Export <p>UKG will deliver up to four (4) of the following tailored integration templates as part of the Phase 1 migration launch:</p> <ul style="list-style-type: none"> • Punch Data Import • Punch Data Export • Attendance Balance or Event Import • Attendance Balance or Event Export • Leave Case Import • Leave Case Export
API Integration Templates	<p>UKG will deliver the following API integration templates as part of the Phase 2 launch (API integration templates are delivered via joint API technology layers (UKG and third-party) and processed either as a real-time or scheduled event as indicated):</p> <ul style="list-style-type: none"> • UKG TeleStaff to Dimensions Integration

Professional Ancillary Services	Assumptions
Phase 1 Technical Services	<p>UKG will provide the following as part of the Phase 1 migration launch:</p> <ul style="list-style-type: none"> • Strategic Technical Advisor to guide Customer in SSO and clock migration • ATK Custom Workflow Review (if applicable) • Existing Custom Report Assessment (if applicable) • Workforce Central Customer Historical Access including: <ul style="list-style-type: none"> ○ Historical access setup services with upgrade for read-only reporting to Customer's existing instance of Workforce Central ○ Hardware recommendations and assistance with restoring the UKG database on-premise ○ Installation/upgrade of base Workforce Central applications (if applicable) ○ Moving reports (including custom if applicable) to the historical environment ○ Excluded from scope: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On • Telestaff Historical Access Setup Services <p>Customer is leaving the UKG Private Cloud (KPC) or transitioning to UKG Dimensions that requires the UKG database be retained for historical reporting of employee information. A copy of the customer's production database will be moved to the customer's on-premise historical reporting system. UKG Telestaff / Workforce Planner functionality will be limited to viewing and reporting purposes. Once the service is completed, UKG does not provide maintenance, full version upgrades, or service packs to the on-premise system unless mutually agreed at then current rates.</p> <p>UKG will:</p> <ul style="list-style-type: none"> ○ Provide hardware recommendations to support the historical system ○ Assist with restoring the UKG database received from the KPC. ○ Install base UKG Telestaff / Workforce Planner applications to allow viewing employee records for report running purposes. Modules such as UKG Gateway Manager, UKG Workforce Integration Manager, custom features, and Single Sign On will be omitted from the scope. ○ Applications installed will be the same UKG version and service pack versions as what was installed in KPC. ○ Custom Reports will be moved to historical environment. <p>Licensing</p> <p>As a current UKG Telestaff / Workforce Planner SaaS customer, you need to purchase the required number of Manager licenses to use the system and access the data.</p> <p>Assumptions:</p> <ul style="list-style-type: none"> ○ Customer will provide Hardware, Operating System and Microsoft SQL Server to support Historical system per UKG Guidelines. ○ Customer will request a copy of their KPC database once they have discontinued collecting additional data into that database and decommissioned from the KPC. Customer will have 15 days from termination to retrieve their data. ○ UKG will perform the application build and touch test of the historical system. ○ Customer will perform User Acceptance Testing.

Subscription Services	Assumptions
Phase 1 UKG TeleStaff - Move to Cloud and Align with Dimensions	<ul style="list-style-type: none"> • Installation of (1) PROD and (1) DEV environment • (2) standardized UKG Dimensions-UKG TeleStaff integration design mapping for two institutions • Optimize UKG TeleStaff Design to leverage UKG Dimensions-UKG TeleStaff Integration best practices • System Overview of latest major UKG TeleStaff version • Testing Support for two Institutions • Authentication (SSO/LDAP) • Standard integration with UKG Dimensions • One production cutover aligned with UKG Dimensions cutover • Post Go-Live Support for 2 pay periods <p>Assumptions:</p> <ul style="list-style-type: none"> • A new Production and Development cloud environment will be provisioned to support the latest UKG TeleStaff version <p>Existing core configuration will be moved to customer's new cloud environment Only the historical data necessary to ensure the staffing rules are correct will be imported into the new database. It is the</p>

Subscription Services	Assumptions
Phase 2 UKG Dimensions - Add Analytics	<p>responsibility of the customer to archive their existing database for historical purposes.</p> <p>UKG will:</p> <ul style="list-style-type: none"> • Deploy an industry best practice dataview and reports package, which leverages standard KPIs (Key Performance Indicators) available in UKG Pro Workforce Management • Deploy Auditor dashboard and drill through dataviews • Load pay code mappings required to configure the standard KPIs • Deliver value assessment using client data to highlight results and opportunities for improvement

7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic service request.

The following excluded items are considered out of scope and will require a service request ("Excluded Items"):

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the launch duration

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

ThunderCat Account Manager

Kent Stokley

Director: State, Local, and Education

11190 Sunrise Valley Drive, Suite 200 | Reston, VA 20191

Phone: (703) 568-3378

Email: kstokley@thundercattech.com

Contract Terms

Alternate Contract Source (ACS) FL ONLY

Alternate Contract Source (ACS)

Contract Number: 43210000-23-OMNIA-ACS-TX

Payment Terms are NET 30

Actual lead times may vary based on vendor supply and demand

Subscription Services

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
1	UKG	UKG DIMENSIONS TIMEKEEPING HOURLY	12	\$4,090.54	\$49,086.48
2	UKG	UKG DIMENSIONS ANALYTICS	12	\$540.60	\$6,487.20
3	UKG	UKG DIMENSIONS DATA HUB ENTERPRISE	12	\$0.00	\$0.00
4	UKG	UKG DIMENSIONS TELESTAFF INTEGRATION	12	\$0.00	\$0.00

Subtotal: **\$55,573.68**

Professional Services - Fixed Fee

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
5	UKG	UKG DIMENSIONS USER ADOPTION ASSESSMENT	1	\$2,756.00	\$2,756.00
6	UKG	UKG DIMENSIONS TRAIN THE TRAINER PACKAGE	2	\$2,756.00	\$5,512.00
7	UKG	UKG DIMENSIONS FF ONBOARDING SERVICES	1	\$52,000.00	\$52,000.00
8	UKG	UKG DIMENSIONS FF ONBOARDING SERVICES	1	\$15,600.00	

Subtotal: **\$75,868.00**

Subscription Services Year 2

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
9	UKG	UKG DIMENSIONS TIMEKEEPING HOURLY	12	\$4,090.54	\$49,086.48
10	UKG	UKG DIMENSIONS ANALYTICS	12	\$540.60	\$6,487.20
11	UKG	UKG DIMENSIONS DATA HUB ENTERPRISE	12	\$0.00	\$0.00
12	UKG	UKG DIMENSIONS TELESTAFF INTEGRATION	12	\$0.00	\$0.00
Subtotal:					\$55,573.68

Subscription Services Year 3

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
13	UKG	UKG DIMENSIONS TIMEKEEPING HOURLY	12	\$4,090.54	\$49,086.48
14	UKG	UKG DIMENSIONS ANALYTICS	12	\$540.60	\$6,487.20
15	UKG	UKG DIMENSIONS DATA HUB ENTERPRISE	12	\$0.00	\$0.00
16	UKG	UKG DIMENSIONS TELESTAFF INTEGRATION	12	\$0.00	\$0.00
Subtotal:					\$55,573.68

Subscription Services Year 4

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
17	UKG	UKG DIMENSIONS TIMEKEEPING HOURLY	12	\$4,090.54	\$49,086.48
18	UKG	UKG DIMENSIONS ANALYTICS	12	\$540.60	\$6,487.20
19	UKG	UKG DIMENSIONS DATA HUB ENTERPRISE	12	\$0.00	\$0.00
20	UKG	UKG DIMENSIONS TELESTAFF INTEGRATION	12	\$0.00	\$0.00
Subtotal:					\$55,573.68

Subscription Services Year 5

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
21	UKG	UKG DIMENSIONS TIMEKEEPING HOURLY	12	\$4,090.54	\$49,086.48
22	UKG	UKG DIMENSIONS ANALYTICS	12	\$540.60	\$6,487.20
23	UKG	UKG DIMENSIONS DATA HUB ENTERPRISE	12	\$0.00	\$0.00
24	UKG	UKG DIMENSIONS TELESTAFF INTEGRATION	12	\$0.00	\$0.00
Subtotal:					\$55,573.68

Quote Summary

Description	Amount
Subscription Services	\$55,573.68
Professional Services - Fixed Fee	\$75,868.00
Subscription Services Year 2	\$55,573.68
Subscription Services Year 3	\$55,573.68
Subscription Services Year 4	\$55,573.68
Subscription Services Year 5	\$55,573.68
Grand Total:	\$353,736.40

Notes

Terms & Conditions

- 1. Initial Term: 60 Months

Billing Start Date: Upon award of PO

SaaS Services Billing Frequency: Annual in Advance

Professional Services Fixed Fee: Billed based on defined milestones

Renewal Term: 12 Months

- a. Before including any health related questions in UKG Dimensions Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.
- 1. The parties agree that Customer is migrating from their existing Software as a Service applications (the “Existing Applications”) to the UKG Dimensions Software as a Service offering (“WFD SaaS”). Customer’s Software as a Service Agreement governing the Existing Applications will continue for up to two payroll cycles within 60 days after migration to WFD SaaS, but in no event beyond December 31, 2025. After such period, Customer’s rights to use the Existing Applications, along with the associated Software as a Service Agreement, will be terminated, unless otherwise noted herein. UKG Dimensions Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the UKG Dimensions Billing Start Date.
- a. Customer is required to subscribe to Google Cloud Platform services including Big Query and Storage from Google in order for Customer to receive the benefits of the UKG Dimensions Data Hub Enterprise solution. Customer will contract directly with Google for

Google Cloud Platform services.

- 1. Milestone payment terms for the Fixed-Fee implementation services outlined below shall be as follows: User Adoption, Train the Trainer \$7,950.00, and Initial Onboarding \$50,000.00 shall be due Upon Order Execution Final Onboarding \$40,800.00 shall be due 6 months after Order Execution All other payment requirements shall be as outlined on this Sales Order.

All purchase orders awarded to ThunderCat Technology must contain a shipping Point of Contact, Phone number and Email address.