



## ORDER FORM

Quote#: Q-200831  
Expires: 24 Nov, 2023  
Sales Executive: Felice Dennison  
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote  
Date: 26 Oct, 2023

Customer Legal Name:  
CREST HILL POLICE DEPARTMENT

Ship To: CREST HILL POLICE DEPARTMENT  
1610 PLAINFIELD ROAD  
CREST HILL, IL 60403 USA

Customer Legal Address:  
1610 PLAINFIELD ROAD, CREST HILL, IL 60403 USA

Bill To: CREST HILL POLICE DEPARTMENT  
1610 PLAINFIELD ROAD  
CREST HILL, IL 60403 USA

Bill To Contact:

Ship To Contact: Jason Opiola

Ship to Phone: (815) 514-7425  
Ship to Mobile:  
Contact: Jason Opiola  
Email: jopiola@cityofcresthill.com

Currency: USD  
Customer PO Number:  
Solution ID: 6119755  
Initial Term: 36 months  
Uplift Percent: 4 %

Shipping Terms: Shipping Point  
Ship Method: FedEx Ground  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date  
Data Center Location: USA

### Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	45	USD 8.00	USD 360.00
<b>Total Price</b>			<b>USD 360.00</b>



## Professional Services - Bill As You Go Services

Billing Frequency: Billed monthly as delivered

Professional Services - Bill As You Go Services	Billing Role	Quantity	Unit Price	Total Price
TSG Professional Services	Project Manager	5	USD 180.00	USD 900.00
TSG Professional Services	Solution Consultant	8	USD 180.00	USD 1,440.00
TSG Technical Services	Technology Consultant	12	USD 180.00	USD 2,160.00
<b>Total Price</b>				<b>USD 4,500.00</b>

## Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 360.00

Item	Total Price
Total Bill As You Go Services	USD 4,500.00

## Order Notes:

This Order is entered into between Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated), subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and UKG Kronos Systems LLC (as the "Contractor"), as amended ("Contract #18220"). The TeleStaff Cloud Software Application as listed on this Order as subject to the Sections A and K of Contract #18220).

The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

The parties agree that Customer is transitioning from their existing TeleStaff perpetual software licenses (the "Existing Applications") to the TeleStaff Cloud software as a service offering in the Google Cloud Platform. Software Support for the Existing Applications shall continue, in accordance with UKG support policies, for up to 60 days after first production use of TeleStaff Cloud by Customer, but in no event beyond December 31, 2025, and shall terminate thereafter. UKG Telestaff Cloud Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused fees for Software Support for the Existing Applications. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer shall continue to pay the Software Support on the Existing Applications until the Billing Start Date.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CREST HILL POLICE DEPARTMENT		UKG Kronos Systems LLC	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>			

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>

## **UKG Statement of Work for CREST HILL POLICE DEPARTMENT**

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the Professional Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The scope of services described herein are time and materials and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

### **1. Professional Services in Scope**

The Customer has engaged UKG to provide the following Professional Services:

Service	Description
Purpose	This SOW provides for a move of the UKG TeleStaff environment to Google cloud. A Version Upgrade is not required and is not included.
Move to Cloud Service Scope	UKG will provide: <ul style="list-style-type: none"><li>• (1) hour Introduction Call</li><li>• (1) hour Cloud overview Call</li><li>• Installation of UKG TeleStaff (1) PROD and (1) DEV</li><li>• (2) hour System Overview Call</li><li>• (2) hours of testing support</li><li>• (2) hours of go live support</li></ul>

### **2. Service Parameters**

The following parameters provide an additional set of considerations as it applies to the Project and Professional Services described in this document:

Item	Parameters
Project Assumptions	<ul style="list-style-type: none"><li>• The target duration for this project is 8 working weeks.</li><li>• All services will be delivered remotely.</li><li>• Customer is responsible for migration of the database to MS SQL prior to the move to cloud if database is not currently MS SQL.</li><li>• Move to cloud does not include customizations, configuration changes, new features or functionality, other than what is required to facilitate the move to cloud.</li><li>• Customer is responsible for testing the cloud database, not to exceed a (4) week time period and should mimic current end to end persona-based tasks.</li><li>• The project will be closed after eight weeks if customer testing stalls and forward progress toward go live on the cloud database ceases.</li></ul>
Scope Changes and Pricing	<ul style="list-style-type: none"><li>• 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 duration and cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required.</li><li>• If the Customer requires services not specified in this SOW, those services will be scoped based upon complexity and billed at the then current rate.</li><li>• UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.</li><li>• UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the Subscription Service(s) beyond what is provided by the delivered Subscription Service(s). Additional fees will apply if customization is required. Annual maintenance fees apply to all customizations. These fees are 15% of the cost of the customization.</li><li>• UKG's quoted pricing does not include the Excluded Items set out in this SOW</li></ul>
Customer Tasks and Communication	<ul style="list-style-type: none"><li>• Both UKG and the Customer's project team will complete assigned tasks by mutually agreed upon due dates as set forth in the project plan. UKG will not be responsible for delays caused by the Customer's failure to provide adequate resources for the project or complete tasks promptly.</li><li>• UKG will communicate with the 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</li></ul>

Item	Parameters
	<p>management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.</p> <ul style="list-style-type: none"> <li>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.</li> </ul>

### 3. 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 defined scope or effort
- Material changes in the number or type of work items to meet the defined scope of effort
- Changes to the project remote delivery model
- Changes to the project 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.