



HR, Pay, & Workforce Management

ORDER FORM

Quote#: Q-319124
Expires: 25 Sep, 2026
Sales Executive: Joe Puccini
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 28 Aug, 2026

Customer Legal Name:
City of Kingsport

Ship To: City of Kingsport
415 BROAD ST
KINGSPORT, TN 37660-4207 USA

Customer Legal Address:
415 BROAD ST, KINGSPORT, TN 37660-4207 USA

Bill To: City of Kingsport
415 BROAD ST
KINGSPORT, TN 37660-4207 USA

Bill To Contact:

Ship To Contact: Brent Morelock

Ship to Phone: 423-229-9315
Ship to Mobile:
Contact: Brent Morelock
Email: brentmorelock@kingsporttn.gov

Currency: USD
Customer PO Number:
Solution ID: 6213233
Initial Term: 60 months from Billing
Start Date
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: 180 Days from the Effective Date

Services

Billing Frequency: Monthly in Arrears

Services	Quantity	PEPM	Monthly Price	Annual Price
UKG READY ACA MANAGER	2,175	USD 0.32	USD 696.00	USD 8,352.00
UKG READY ACCRUALS MANAGER	2,175	USD 0.63	USD 1,370.25	USD 16,443.00
UKG READY ATTESTATION	2,175	USD 0.32	USD 696.00	USD 8,352.00
UKG READY BENEFITS	2,175	USD 1.89	USD 4,110.75	USD 49,329.00
UKG READY COMPENSATION	2,175	USD 0.63	USD 1,370.25	USD 16,443.00
UKG READY HR	2,175	USD 3.15	USD 6,851.25	USD 82,215.00
UKG READY LEARNING	2,175	USD 1.26	USD 2,740.50	USD 32,886.00
UKG READY LEAVE	2,175	USD 0.47	USD 1,022.25	USD 12,267.00
UKG READY PAYROLL	2,175	USD 3.78	USD 8,221.50	USD 98,658.00
UKG READY PERFORMANCE	2,175	USD 0.63	USD 1,370.25	USD 16,443.00
UKG READY RECRUITING	2,175	USD 0.63	USD 1,370.25	USD 16,443.00
UKG READY SCHEDULER	2,175	USD 0.47	USD 1,022.25	USD 12,267.00
UKG READY TIME	2,175	USD 3.78	USD 8,221.50	USD 98,658.00
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00	USD 0.00
UKG BRYTE AI FOR READY - AI ASSISTANT	2,175	USD 0.63	USD 1,370.25	USD 16,443.00
UKG READY WORKFORCE INSIGHTS	2,175	USD 0.63	USD 1,370.25	USD 16,443.00
UKG HRSD DOCUMENT MANAGER	2,175	USD 1.03	USD 2,240.25	USD 26,883.00
UKG READY PAYROLL SERVICES WITH SMARTCHECK	2,175	USD 2.00	USD 4,350.00	USD 52,200.00
Total Price			USD 48,393.75	USD 580,725.00

Professional Services - Fixed Fee

Billing Frequency: 4 consecutive equal quarterly payments of \$74,254.38 commencing on the Effective Date

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG READY MILESTONE LAUNCH FEE	Grouped	1	USD 297,017.50	USD 297,017.50
Total Price				USD 297,017.50

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 48,393.75

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 580,725.00

Item	Total Price
Total Fixed Fees	USD 297,017.50

Order Notes:

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the "Omnia Master Agreement No. 24-6833") and used by Customer as an Omnia Participating Public Agency, as amended by the "Addendum to the Omnia Master Agreement No. 24-6833" between the parties dated on or about the Effective Date of this Order.

UKG Launch is based on the Launch Quantity of 2,175.

The applicable Subscription Fees are due monthly in arrears based on the actual number of employees subject to the Minimum Quantity as set forth in this order and invoiced following the end of each month commencing on the Billing Start Date. Customer agrees that UKG shall direct debit its designated bank account for the applicable invoice amount in the month the invoice is due.

Customer shall provide UKG with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Order. In the event that UKG does not receive the banking information and all other required information from Customer within such time frame, then Customer agrees that the Billing Frequency may be modified so that Customer shall be invoiced quarterly in advance, as follows: The Subscription Fees for the applicable Monthly Minimum Quantities are due quarterly and invoiced (30) days in advance of the quarter; to reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity. In addition, all other billings such as Professional Service fees (including the UKG Launch Fixed Fee) or Print Services will also be subject to direct debit.

The Statement of Work attached to this order form is incorporated herein by reference.

Customer acknowledges that should the project implementation be delayed by Customer, payment of any remaining milestone payments (or balance) outlined on this Order shall be due and payable net 30 days after notice by UKG of Customer's delays. If Customer terminates the Professional Services for convenience as provided for in this Agreement, Customer will be responsible to pay for all milestones completed as well as a pro-rata portion of any milestones in progress calculated by multiplying UKG's then-current hourly rate by the number of actual service hours performed by UKG toward completion of the in-progress milestone, not to exceed the amount of the milestone.



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.

City of Kingsport

Signature:

Name:

Title:

Date:

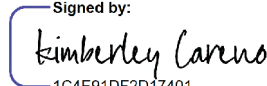
City of Kingsport

Signature:

Name:

Title:

Date:

City of Kingsport	Kronos SaaShr, Inc.
Signature:	Signed by:  1C4E91DF2D17401...
Name:	Kimberley Carena
Title:	sr order Analyst
Date:	8/28/2026 1 3:50 PM EDT
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. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.	



UKG Ready Statement of Work for City of Kingsport

This Statement of Work (SoW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Services 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 Subscription Services. 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 Subscription Services. Launch will be delivered as described in this document.

1. Project Summary

City of Kingsport wants to improve their HR and Workforce Management by implementing UKG Ready

2. Introduction to Launch

Deployment Strategy

The deployment of Subscription Services is a collaborative endeavor. UKG will work with the Customer to determine the most logical and efficient deployment plan based upon Subscription Services 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 UKG Ready. 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 ensure system 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 Subscription Services. A project timeline will be provided once requirements have been collected.
Build	This phase is designed to configure UKG Ready per the purchased Subscription Services, build interfaces, and migrate employee data into UKG Ready 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 Subscription Services; 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 Subscription Services and transition to UKG's Global Support team.

3.1 Subscription Services in Scope PHASE 1 City of Kingsport

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	Go Live Phase
UKG Ready Time	Phase 1
UKG Ready HR	Phase 1
UKG Ready Payroll	Phase 1
UKG Ready Payroll Services	Phase 1
UKG Ready Integration Hub	Phase 1
UKG Ready Learning	Phase 1
UKG Ready Leave Manager	Phase 1
UKG Ready ACA Manager	Phase 1
UKG Ready Accruals	Phase 1

Subscription Service	Go Live Phase
UKG Bryte AI for Ready – AI Assistant	Phase 1
UKG HRSD Document Manager	Phase 2
UKG Ready Scheduler	Phase 2
UKG Ready Attestation	Phase 2
UKG Ready People Analytics	Phase 2
UKG Ready Benefits	Phase 2
UKG Ready Compensation Manager	Phase 2
UKG Ready Performance Management	Phase 2
UKG Ready Recruiting	Phase 2

4. 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	Parameters
General Guidelines	- The assigned UKG Project Manager will provide a finalized projected timeline once the requirements phase has been completed. - The average launch duration for a full-suite core (Phase 1 City of Kingsport) Subscription Services project is up to 7-9 months from project kickoff. Actual project duration may be compressed or elongated as influenced by customer preparation and engagement, configuration of solution design, or additional value-added services - Phase 2 Kingsport Schools Subscription Services project is up to 7-9 months from project kickoff. Actual project duration may be compressed or elongated as influenced by customer preparation and engagement, configuration of solution design, or additional value-added - Phase 2 UKG engagement team may be different than team provided in Phase 1 - 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 system(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's Global Support team 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. - All countries/locations will be delivered concurrently as part of a single rollout.

5. 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 Subscription Services 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 UKG Ready		√
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	√	
Perform project wrap-up activities, including closing open issues	√	√

6. 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 Delivery 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		

Deliverable	Activity	Acceptance Criteria
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)* Build Phase	Customer will review Integration Synopsis Document(s) with UKG	Customer reviews the document(s) prior to development of interface(s)
UKG Ready configuration	UKG builds UKG Ready 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/third party testing and validation
Test Phase		
Complete Payroll Compare for first Test Parallel. Provide issues resolution for first 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 second Test Parallel. Provide issues resolution for second 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 UKG Ready Testing	Customer will participate in UKG Ready 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

7. 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, 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 Resource	Key Responsibilities
Services Manager	- UKG project sponsor - Gains commitment for all project resources
Project Manager	- 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	- Primary UKG resource and functional UKG Ready Time expert - Customer's day-to-day point of contact for all system-related service requests - Completes Subscription Services configuration life cycle per the Launch methodology

UKG Team Resource	Key Responsibilities
HR (Human Resources) Solution Consultant	- Primary UKG resource and functional UKG Ready HR (Human Resources) expert - Customer's day-to-day point of contact for all system-related service requests - Completes Subscription Services configuration life cycle per the Launch methodology
Payroll Solution Consultant	- Primary UKG resource and functional UKG Ready Payroll expert - Customer's day-to-day point of contact for all system-related service requests - Completes Subscription Services configuration life cycle per the Launch methodology
Benefits Solution Consultant	- Primary UKG resource and functional UKG Ready Benefits expert - Customer's day-to-day point of contact for all system-related related service requests - Completes Subscription Services configuration life cycle per the Launch methodology
Talent Acquisition, Comp, Performance Solution Consultant	- Primary UKG resource and functional UKG Ready Talent and Compensation expert - Customer's day-to-day point of contact for all system-related related service requests - Completes Subscription Services configuration life cycle per the Launch methodology
Integration Consultant (As Applicable)	- 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	Primary point of contact for post-live services related activities and transition to support

Customer Team Resource	Key Responsibilities
Executive Sponsor	- 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	- 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 Subscription Services configuration and executing the project
Time Subject Matter Expert	Customer's primary time representative and designated decision maker for time tracking
HR (Human Resources) Subject Matter Expert	Customer's primary HR representative and designated decision maker for HR
Payroll Subject Matter Expert	Customer's primary payroll representative and designated decision maker for payroll
Benefits Subject Matter Expert	Customer's primary benefit representative and designated decision maker for benefits
Talent Acquisition Subject Matter Expert	Customer's primary talent acquisition representative and designated decision maker for talent acquisition
Education and Change Management Resource	Customer's primary resource and designated decision maker for end user training and change management
System Administrator	Customer's primary resource for Subscription Services configuration and system knowledge

Customer Team Resource	Key Responsibilities
Technical Resource	Customer's primary resource for technical issues related to data conversion, integrations, network, and Subscription Services security
Other Subject Matter Experts	Customer's primary resource and designated decision maker in their specific specialty area

8. Service Assumptions

The following assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Training and User Adoption Services

Effective training is the key to high user adoption rates. Training resulting in self-sufficient administrators, managers, and employees increases the efficiency of use of the Subscription Services 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 Ready Subscription Services.

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	- 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: - 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 - 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	- 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

UKG Ready Services

Subscription Service	Assumptions
UKG Ready Time	Deployment gets you started with the ability to accept punches and pay employees accurately through these core components: - Total Cost Centers - Profiles - Timesheets - Time off requests - Pay Prep

Subscription Service	Assumptions
	○ Security ○ Points • Pay Calculations ○ Up to 20 calculations will be configured by the UKG project team (If Ready Complex, keep this and delete the table below; can also adjust up, if needed) • Tables ○ Rate ○ Holiday • Manager Levels • Employee Perspectives Scorecards • Workflows ○ Time Off Requests ○ Timesheet Change Requests • Schedules ○ Daily Rules ○ Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports ○ Includes 61 commonly used pre-configured reports** • Timekeeping Admin Training **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.
UKG Ready HR	Core functionality deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components through: • Core employee demographics • Onboarding • Checklists ○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed • Personnel management • Workflows ○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed • HR documents & forms ○ 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
UKG Ready Payroll*	Deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-

Subscription Service	Assumptions
*Recommend UKG Ready Payroll Services	net, pay employees, adjust, and export data needed tax filing (if using a provider other than UKG Payroll Services) through: • Configuration of up to 5 EINs • 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: ○ 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 Note: If UKG Payroll Services has not been purchased, UKG will configure tax filing options for one of the following vendors – ADP, BSI, Ceridian
UKG Ready Payroll Services* with SmartCheck *Requires UKG Ready Payroll	Deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through: • 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 • Issuance of employee checks from UKG Payroll Services bank account • Reconciliation and tracking of checks issued on UKG Payroll Services bank account 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.
UKG Ready Learning	• Creation of Learning Academy • Learning Profile assignments • Bulk Upload of Employee information to LMS (Learning Management System) • Security settings • Training enabling client to administrate: ○ 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

Subscription Service	Assumptions
UKG Leave Manager* *Recommend being used with UKG Ready Time, Accruals & HR	Adds comprehensive leave administration through: • 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
UKG Ready ACA Manager* *Recommend being used with UKG Ready Time, HR & Payroll	Provides proactive administration of your ACA (Affordable Care Act) compliance strategy across the UKG Ready solution through: • 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
UKG Ready Accruals* * Requires UKG Ready Time and/or Payroll	Adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time-off policies through: • Consistent enforcement of policy • Configurable calculation methods & grants (see table below) • Time-Off routing & approval workflow (requires Timekeeper) • 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
UKG Scheduler* *Requires UKG Ready Time	Provides automated tools and high-quality information to create accurate schedules aligning staffing requirements with budget and business demand through: • Schedule build based on 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 • Cost of schedule

Subscription Service	Assumptions																																												
UKG Ready Attestation* * Requires UKG Ready Time	Provides documentation proof of compliance for required administration to UKG Time by automatically enforcing your policies through: • Configurable questions & response choices • Automated notification & reminders • Several employee prompts with workflows ◦ Prompts differ based on attestation prompt • Workflows** • Functionality for the InTouch Clock vs. the Web may differ • Full Audit Report **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.																																												
UKG Ready People Analytics* * Requires UKG Ready Time	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: • 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 UKG Ready HR)																																												
UKG Ready Integration Hub Included with any above- listed Subscription Services, as available and required All Benefit and Financial integrations require Benefits Hub, a service of UKG Ready.	Enables data to flow between UKG Ready and 3rd party applications and/or vendors. UKG will deliver: <table> <tr> <td>Tyler Munis</td><td>Bi-directional</td></tr> <tr> <td>CrewSense (Fire)</td><td>Bi-directional</td></tr> <tr> <td>Hansen CIS</td><td>One-way (Outbound)</td></tr> <tr> <td>CivicRec</td><td>One-way (Inbound)</td></tr> <tr> <td>OpenGov / Cartegraph</td><td>Bi-directional</td></tr> <tr> <td>Horizon (Benefits Platform)</td><td>One-way (Outbound)</td></tr> <tr> <td>Active Directory (AD)</td><td>Bi-directional</td></tr> <tr> <td>Microsoft Outlook / Exchange</td><td>One-way (Outbound)</td></tr> <tr> <td>Retirement Vendors (Pension, 457)</td><td>One-way (Outbound)</td></tr> <tr> <td>BlueCross BlueShield (Medical)</td><td>One-way (Outbound)</td></tr> <tr> <td>Delta Dental</td><td>One-way (Outbound)</td></tr> <tr> <td>VSP (Vision)</td><td>One-way (Outbound)</td></tr> <tr> <td>The Hartford (Life / LTD)</td><td>One-way (Outbound)</td></tr> <tr> <td>AFLAC / Voluntary Benefits</td><td>One-way (Outbound)</td></tr> <tr> <td>Nationwide / Empower (Deferred Comp)</td><td>One-way (Outbound)</td></tr> <tr> <td>FSA / HSA Administrator (e.g., WEX or Optum)</td><td>One-way (Outbound)</td></tr> <tr> <td>Workers' Comp Provider (TPA)</td><td>One-way (Outbound)</td></tr> <tr> <td>Garnishment Vendor (ADP SmartCompliance or Similar)</td><td>One-way (Outbound)</td></tr> <tr> <td>State Retirement System Feed (TCRS)</td><td>One-way (Outbound)</td></tr> <tr> <td>Background Check Vendor (e.g., First Advantage)</td><td>One-way (Outbound)</td></tr> <tr> <td>Learning Management / Training Vendor (e.g., TargetSolutions)</td><td>One-way (Outbound)</td></tr> <tr> <td>Miscellaneous Ancillary Vendor (as defined in RFP)</td><td>One-way (Outbound)</td></tr> </table>	Tyler Munis	Bi-directional	CrewSense (Fire)	Bi-directional	Hansen CIS	One-way (Outbound)	CivicRec	One-way (Inbound)	OpenGov / Cartegraph	Bi-directional	Horizon (Benefits Platform)	One-way (Outbound)	Active Directory (AD)	Bi-directional	Microsoft Outlook / Exchange	One-way (Outbound)	Retirement Vendors (Pension, 457)	One-way (Outbound)	BlueCross BlueShield (Medical)	One-way (Outbound)	Delta Dental	One-way (Outbound)	VSP (Vision)	One-way (Outbound)	The Hartford (Life / LTD)	One-way (Outbound)	AFLAC / Voluntary Benefits	One-way (Outbound)	Nationwide / Empower (Deferred Comp)	One-way (Outbound)	FSA / HSA Administrator (e.g., WEX or Optum)	One-way (Outbound)	Workers' Comp Provider (TPA)	One-way (Outbound)	Garnishment Vendor (ADP SmartCompliance or Similar)	One-way (Outbound)	State Retirement System Feed (TCRS)	One-way (Outbound)	Background Check Vendor (e.g., First Advantage)	One-way (Outbound)	Learning Management / Training Vendor (e.g., TargetSolutions)	One-way (Outbound)	Miscellaneous Ancillary Vendor (as defined in RFP)	One-way (Outbound)
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Subscription Service	Assumptions
	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. Interfaces will be accomplished via standard flat-file exchange. Customer will work with UKG and 3rd party vendors to facilitate design, testing, and validation. Examples of interfaces/integrations that can be supplied under this project include: ○ Schedule Import/Export ○ Punch Import/Export ○ Demographic Import/Export ○ Accruals Import/Export The included interfaces will expire if not identified by Launch Go Live. 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.
UKG Ready Benefits* *Requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds	Deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through: • 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 • Five (5) carrier feeds including benefit providers, COBRA connectivity to a TPA (Third Party Administrator), and Financial Connectivity • Standard Reporting The included interfaces will expire if not identified by Launch Go Live. Note: Each file needed, even to the same vendor, counts as one (1) feed.
UKG Ready Compensation Manager* *Requires UKG Ready HR	Automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through: • 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
UKG Ready Performance Management* *Requires UKG Ready HR	Provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through: • 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 ○ 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 on how to assign succession profiles to employees and manage the metrics **Up to three (3) review profiles will be configured by the UKG project team. The customer can continue to configure as many as needed.
UKG Recruiting* *Requires UKG Ready HR	Provides proactive administration of your Recruitment strategy across the UKG Ready solution through: • Applicant Configuration

Subscription Service	Assumptions
	• Applicant Administration • Job Requisitions • Workflows** • Checklists** • Questionnaires** • 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.
UKG Ready COBRA Administration* *Requires UKG Ready HR and Benefits	Provides proactive administration of your federal COBRA compliance strategy across the UKG Ready solution through: • Identify qualifying events and notification for approval • COBRA notice delivery • Benefits management for COBRA participants, including enrollment • Management of data exchange with carriers • Portal with dashboard to track COBRA Administration process • One-time data load using customer-supplied data of COBRA participants
UKG HRSD Document Manager	UKG will provide the following predefined functionality: • Employee folder structure • HR roles mapped with UKG Ready HR roles • UKG Ready HR Data (Employee, Organization and HR User) • Enablement of advanced document feature • Logo of Customer to UKG Ready Document Manager site • Document migration from UKG Ready Documents: Employee, Government, and Custom Forms, to Document Manager Customer responsibility includes: Document migration from legacy provider to UKG Ready
UKG Bryte AI for Ready – AI Assistant	UKG will provide the following predefined functionality: • Assist with configuring access to Bryte AI Assistant through security settings • Provide guidance on how to upload documents to Bryte AI Assistant • Share best practices for using Bryte AI Assistant effectively Please note: Bryte AI Assistant does not currently support the automatic generation of responses based on localized content-specific rules or policies unless those are uploaded. We also recommend that customers encourage their user base to provide clear feedback if Bryte AI Assistant ever provides incorrect information. For any issues, Customer Administrators should submit tickets via the appropriate UKG channels, following the established escalation process and SLA requirements.

9. Service Requests

Requests for changes to this SOW, additional scope, activities, or increased project duration 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 billable Service Request:

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

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. Service Request will be submitted through the UKG Community. UKG will perform the requested work

once the Service Request has been completed and approved by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

ADDENDUM TO THE OMNIA MASTER AGREEMENT NO. 24-6833

The City of Kingsport seeks to procure various Services from UKG Kronos Systems, LLC pursuant to its Master Agreement with Cobb County, Georgia. This Addendum (herein "Addendum") amends the Master Agreement, including all documents which are applicable to the procurement of such Services between Vendor and City and comprise the executed contract effective July 22, 2025 between UKG Kronos Systems, LLC and Cobb County, Georgia as well as any other attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein "Agreement") between UKG Kronos Systems, LLC, its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee (herein "City"). City, as an eligible Participating Public Agency, shall assume the rights and obligations of the "Customer" (as defined in the Agreement). The terms and conditions of the Agreement, as amended by this Addendum, shall govern when City makes purchases of Services under the Agreement. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement. In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the express intent and agreement of the parties that this Addendum shall control. Notwithstanding, the actual order of execution of any documents by the parties it is expressly acknowledged and agreed that this addendum shall be deemed to have been the last executed by the parties.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Any indemnity, hold harmless, or limitation of remedy, provision contained in the Agreement requiring City to indemnify, hold harmless, or limit its remedies against Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law. No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
3. **No Liability of Officials and Employees.** Unless allowed by Applicable Law, no official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.
4. **No Responsibility for Third – Party Users.** Omitted.
5. **Warranty.** Omitted.
6. **Accessibility.** Vendor is committed to providing our customers with HCM SaaS solutions that are accessible to users regardless of age, ability, or situation. Vendor endeavors to exceed minimum accessibility requirements of WCAG 2.2 AA with its UKG product lines. The majority of the Employee experience within UKG Ready currently meets the minimum WCAG 2.2 AA standards, to the extent set forth in the UKG Accessibility Conformance Reports (ACRs) for these product lines. The remaining product experiences of UKG Ready are focused on remediating the top use cases for Managers and Administrators to align with the minimum standards, and Vendor will endeavor to update the remainder of the product over time to meet the minimum standards. Upon written request by City, Vendor shall provide ACRs specific to product(s) named in the request, within 60 days of the request, that identifies the remediation progress per release. Vendor shall make commercially reasonable efforts to (i) resolve Accessibility issues reported in writing by City which were not already identified by the applicable ACR ; and (ii) prioritize major barriers for City in our Accessibility roadmap. If City requests additional accessibility support, Vendor can provide updates on its progress towards meeting stated accessibility objectives, and discuss approaches to address accessibility priorities and applicable challenges identified by City. Despite Vendor's commitment herein, City remains solely responsible for all non-compliance of accessibility requirements which may result from modifications or preference setting during implementation of the HCM SaaS solutions system configurations performed by City.
7. **Confidentiality.** Omitted.
8. **Termination for Convenience.** Omitted.
9. **Non-Appropriation.** Omitted.
10. **Name and Logo.** Vendor shall not use City's name, its marks, or any of City logos, including Kingsport City Schools, in

marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.

11. **Authority to Bind.** Subject to the mutual warranty set forth in Section 6 (titled "Warranty") of the Agreement, no employee of City or any other person, without authorization of the board of mayor and aldermen or authority pursuant to the *Kingsport Code of Ordinances* can bind City to any contract or agreement and anything contrary contained in the Agreement is void as it applies to City.
12. **Liens and Security Interests.** City does not have the authority to grant a security interest in its property or authorize a lien on its property, such being against the public policy of the state of Tennessee, therefore Vendor acknowledges and agrees any provision granting Vendor a security interest or authorizing the securing of a lien against City's property is waived as to City.
13. **Governing Law, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. Such claim may be brought within the applicable time allowed by Tennessee law and the parties expressly agree that no provision of the Agreement which limits the timeframe in which any cause of action may be brought shall apply. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee and waive any objection thereto. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
14. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.
15. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services; provided City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.
16. **Amendment.** Any amendment or modification of this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.
17. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
18. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
19. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
20. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

UKG Kronos Systems, LLC

Signed by:

Kimberley Carano

Signature

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City of Kingsport, Tennessee

Paul W. Montgomery, Mayor

8/28/2026 I 3:50 PM EDT

Date

Kimberley Carena

Printed Name

sr order Analyst

Title

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney