CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2019-0207 **Innoprise Contract #:** C19-0060

Year: 2019 **Amount:**

Department: HR/Finance

Contract Type: Vendor's contract

Contractors Name: The Ultimate Software Group, Inc.

Contract Description: Human Capital Management System

Ultimate
SOFTWARE

1485 North Park Drive
Weston, FL 33326
ultimatesoftware.com
T. (800) 432-1729
F. (954) 331-7300

April 12, 2019

Via UPS 2ND Day Air

Denise Domalewski
14700 S. Ravinia Ave
Orland Park, IL 60462

Dear Denise,

Thank you for selecting UltiPro as your human capital management solution. Enclosed is a countersigned original copy of the Ultimate Software Group Inc., SaaS Agreement for your records.

We look forward to a productive and enduring relationship. All of us at Ultimate Software are here to ensure your success with UltiPro and are eager to help you improve the personal work experience for you and your people.

Warmest regards,

Nancy Pinilla
Sales Administrator

Enclosure

ORLAND PARK

Letter of Transmittal

USPS TRACKING # & CUSTOMER RECEIPT **9114 9014 9645 1412 2460 94**
For Tracking or inquiries go to USPS.com or call 1-800-222-1811.

Date: March 28, 2019

To: Attn: Amber Reedy
Ultimate Software
2000 Ultimate Way
Weston, FL 33326

From: Denise Domalewski
Purchasing – Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
P: 708-403-6173 | F: 708-403-9212
E: ddomalewski@orlandpark.org

Dear Ms. Reedy,

Enclosed are two (2) partially executed agreements for the Village of Orland Park. An electronic copy has already been emailed to Ms. Devin Warden. Please return one fully executed agreement to my attention at the above address at your earliest convenience.

You may contact me at the above number or email.

Regards,

Denise Domalewski

Denise Domalewski

Ultimate SOFTWARE
People first

The Ultimate Software Group, Inc.
SaaS Agreement

This SaaS Agreement (the "Agreement"), effective as of the date shown in item # 2 below, is entered into by and between The Ultimate Software Group Inc. ("Ultimate Software"), a Delaware corporation with offices at 2000 Ultimate Way, Weston, FL 33326 and the organization specified as Customer in item # 1 below (the "Customer") each individually referred to as a "Party" and collectively referred to as the "Parties".

Ultimate Software is engaged in the business of providing software, support and Software as a Service ("SaaS") type services, and Customer wishes to use the UltiPro Software and Services as set forth in Exhibit A on a subscription basis.

In consideration of the covenants and agreements contained herein and in the Exhibits, Customer and Ultimate Software hereby agree as follows:

1. Customer:

Organization Name:	Village of Orland Park				
Headquarters Address:	14700 S Ravinia Avenue				
City:	Orland Park	State:	IL	Zip:	60462
Phone:	(708) 403-6100		Fax:		
Contact Person Name:	Stephana Przybylski		Email:	sprzybylski@orlandpark.org	
Title:	Human Resources Director				
Legal Name:	Village of Orland Park				
State of Incorporation:	IL				

2. Effective Date of Agreement: March 28, 2019

3. Exhibits: The following Exhibits which are referred to herein and annexed hereto are incorporated into and made part of this Agreement

Exhibit A UltiPro Software and Services
Exhibit B Pricing and Payment Terms
Exhibit C Terms & Conditions
Exhibit D US Payment Services
Exhibit E UltiPro Launch Overview
Exhibit F Service Level Agreement
Exhibit G Data Security and Privacy

IN WITNESS WHEREOF, the Parties hereby confirm and agree that this Agreement is effective at the date set forth above and that all terms and conditions have been agreed to:

Village of Orland Park	The Ultimate Software Group, Inc.
By:	By:
Name: Joseph S. La Margo	Name: Maria F. Tako
Title: Village Manager	Title: Director
Date: 3/25/19	Date: As of 4/1/19

Exhibit A
UltiPro Software and Services

Subscription Offering (includes the following):

1. Use of the following UltiPro Software modules:

UltiPro Core

- Human resource and payroll administration, employee self-service, and manager self-service.
- Human resource record keeping only for Customer's non-United States/non-Canadian persons who are not compensated or paid using the UltiPro Software or services but are active in the UltiPro Software for purposes of tracking demographic information.
- Payment Services and Affordable Care Act ("ACA") Services pursuant to Exhibit D attached hereto.
- UltiPro Single Sign On ("SSO") Services.
- Career Development, Model My Pay, Document Acknowledgment Tool, UltiPro Import Tool, and Benefits Enrollment – benefits administration, open enrollment, and life events.

UltiPro Talent Acquisition (UltiPro Recruiting and UltiPro Onboarding)
Automated recruiting and applicant tracking for processes such as posting open jobs, reviewing resumes, screening candidates, scheduling interviews, and more—from the central UltiPro portal.

Automates and simplifies the process of bringing new employees into the organization. Helps manage logistical details—providing a desk, phone, computer, etc.—that need to be completed before new employees arrive for the first day of work. Allows configuration of onboarding packages that walk new employees through the orientation process and required paperwork including required government and procedural forms (with electronic signatures). Validates new hire I-9 information through the U.S. Citizenship and Immigration Services and Department of Homeland Security's E-Verify® program.

UltiPro Performance Management
Web-based performance reviews and competency assessments for managers and employees.

UltiPro Compensation Management
Web-based salary planning and budget administration tool for facilitating annual salary increases or bonuses as well as the ability to create compensation plans.

UltiPro Workforce Management (UltiPro Time and UltiPro Scheduling)
Provides time reporting through various data collection methods, including time-clocks and web-based timesheets; allows supervisor administration through electronic approval of timesheets and time off requests; provides consistent application of company pay rules for overtime, holiday pay and differentials as well as equal enforcement of absence policies. Purchase of time-clocks is an additional charge and subject to terms of a separate Purchase Order.

UltiPro Learning
Provides a social learning platform that includes, but is not limited to, gamification, badges and certifications, and discussion boards. Learners can explore required and optional courses, as well as follow their own progress.

UltiPro Portal Users – Unlimited users

Business Intelligence ("BI") Reporting Tools:

BI Administrators: Three (3) named users designated as UltiPro Report Administrators with rights to create and manage BI content.

BI Authors: BI Authors—Eight (8) named users designated as UltiPro Authors with rights to create BI content.

BI Consumers: Fifty (50) named users designated as UltiPro Consumers with rights to access the business intelligence portal, and view and execute BI content. This role does not allow the user to create BI content.

BI Recipients: All Compensated Employees are eligible to view saved or static report content and alerts generated from UltiPro BI that are made available outside of the business intelligence portal, or distributed through email.

Customer acknowledges that the Business Intelligence Reporting Tools are intended for use with the UltiPro Software modules only and in accordance with the terms and conditions of this Agreement.

2. UltiPro Product Support Services – as more fully set forth in Exhibit C

3. SaaS Services – as more fully set forth in Exhibit C

Exhibit B
Pricing and Payment Terms

1. **Subscription Fees** - (includes UltiPro Software, UltiPro Product Support Services, and SaaS Services)

Functionality / Employee Type	Monthly Subscription Fee	Subscription Fee Commencement Date
Compensated Employees	$24.80 per Compensated Employee per month	Commencement Date (as defined in Exhibit C)
Part Time Employees	$23.20 per Part Time Employee per month	Commencement Date
Pensioners	$13.00 per Pensioner per month	Commencement Date
Seasonal Employees	$21.60 per Seasonal Employee per month	Commencement Date
UltiPro Recruiting	$1.20 per Compensated Employee per month Plus $1.20 per Part Time Employee per month Plus $1.20 per Seasonal Employee per month	UltiPro Recruiting Commencement Date
HR Only Employees	$3.20 per HR Only Employee per month	Commencement Date
Terminated Web Employees	$.80 per Terminated Web Employee per month	Commencement Date

The Subscription Offering is granted to the Customer for use by the Customer for three hundred and forty three (343) Compensated Employees, two hundred and thirty two (232) Part Time Employees, two hundred and ninety five (295) Seasonal Employees, and fifty (50) Pensioners. The Subscription Fee above is quoted on a Per Employee Per Month (herein referred to as "PEPM") basis. The computed PEPM monthly subscription amount (number of Compensated Employees, Pensioners, Part Time Employees, Seasonal Employees, HR Only Employees, and Terminated Web Employees multiplied by the Subscription Fee) may increase or decrease if the number of Compensated Employees, Part Time Employees, Seasonal Employees, HR Only Employees, or Terminated Web Employees increases or decreases but in no event shall the monthly Subscription Fee be calculated on less than three hundred and forty three (343) Compensated Employees per month, two hundred and thirty two (232) Part Time Employees per month, ten (10) Seasonal Employees per month and fifty (50) Pensioners.

Ultimate Software may utilize a script, program, sequence of instructions or functional equivalent to determine an accurate number of Compensated Employees, Pensioners, Part Time Employees, Seasonal Employees, HR Only Employees, and Terminated Web Employees (all as defined in Exhibit C). The results of, and information obtained from, the electronic analysis shall be subject to the Confidential Information section outlined in the Terms and Conditions to this Agreement.

Customer acknowledges that it shall use the Software for payroll processing and human resource recordkeeping activities.

Commencing on the Effective Date of this Agreement and continuing for a period of thirty-six (36) months from the Commencement Date, Ultimate Software agrees not to increase the Subscription Fee. Any increase thereafter shall not exceed five percent (5%) per annum.

2. **UltiPro Launch Fees – $81,251.20 Fixed Fee (not to include travel and expenses)**

UltiPro Launch shall be provided to Customer for only the services as set forth in the Ultimate Software UltiPro Launch Overview attached hereto as Exhibit G.

UltiPro Launch services outside of the scope of Exhibit G shall be provided for a fee that shall be quoted to Customer. Said services will not be provided without a work order executed by both parties.

In addition, Customer shall be invoiced an additional UltiPro Launch fee at the rate of $141.00per Compensated Employee for each Compensated Employee, $141.00 per Part Time Employee for each Part Time Employee, $50.00 per Seasonal Employee for each Seasonal Employee, $50.00 per Pensioner for each Pensioner, and if applicable $10.00 per HR Only Employee for each HR Only Employee in existence as of the First Live Date that exceeds 110% of the number of Compensated Employees, Part Time Employees, Seasonal Employees or HR Only Employees as set forth in section 1. of this Exhibit for which the Subscription Offering is granted. For clarification purposes, this additional UltiPro Launch fee if applicable shall only be charged

to Customer as of the First Live Date and Customer shall not be charged for any additional UltiPro Launch fees subsequent to that date.

3. **W-2 Printing**
See Exhibit D

4. **Training Services** – Included at no charge for the term of the Agreement.
Web-based instructor led training and eLearning courseware is available for unlimited use at no charge.

5. **Travel and Expenses**
Customer will pay Ultimate Software's out-of-pocket expenses incurred as a result of Ultimate Software's performance of services in accordance with the Ultimate Software standard travel and expense policy. Ultimate Software agrees to use reasonable efforts to limit travel and lodging expenses by using coach air fare, booking in advance when available, staying at hotels identified by the Customer offering corporate rates, and sharing rental cars where practical.

6. **HR360 (included as part of the UltiPro Core Application, as set forth in Exhibit A, at no additional charge)**
Customer shall be provided with access to an online human resource and benefits library containing human resource content and tools for five (5) users (currently powered by HR360). Additional HR360 user access may be purchased for a one-time fee $100.00 per user. Warranties, if any, for the third party services shall be provided directly by the third party provider to Customer and Customer acknowledges that neither the services nor any matters relating to the services are the responsibility of Ultimate Software.

7. **Payment Terms**

A. **Subscription Fee**
343 Compensated Employees x $24.80 = $8,506.40 x 3 months = $25,519.20
Plus
232 Part Time Employees x $23.20 = $5,382.40 x 3 months = $16,147.20
Plus
10 Seasonal Employees x $21.60 = $216.00.0 x 3 months = $648.00
Plus
50 Pensioners x $13.00 = $650.00 x 3 months = $1,950.00

The Subscription Fees are due quarterly and invoiced thirty (30) days in advance of the quarter.
The amount due on the Commencement Date is payment for the quarter commencing
on the Commencement Date: **$44,264.40**

B. **Subscription Fee - UltiPro Recruiting**
343 Compensated Employees x $1.20 = $411.60 x 3 months = $1,234.80
Plus
232 Part Time Employees x $1.20 = $278.40 x 3 months = $835.20
Plus
10 Seasonal Employees x $1.20 = $12.00 x 3 months = $36.00 **$1,105.00**

The Subscription Fees are due quarterly and invoiced 30 days in advance of the quarter. The amount due on the UltiPro Recruiting Commencement Date is payment for the quarter commencing on the UltiPro Recruiting Commencement Date.

C. **UltiPro Launch Fees – $81,251.20.00**

i.	The amount due on the Effective Date of this Agreement	**$25,550.40**
ii.	The amount due on July 1, 2019	**$25,550.40**
iii.	The amount due on the Commencement Date	**$25,550.40**
iv.	The amount due on the UltiPro Recruiting Commencement Date	**$4,600.00**

The Village agrees to pay pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

D. **Customer agrees to pay Ultimate Software as set forth below for all Subscription Fees, UltiPro Launch fees, consulting services fees or other services plus applicable federal, state and local taxes. All undisputed invoices and expense reimbursements are due within sixty (60) days of Customer's receipt of invoice. All invoices and expense reimbursements not paid within sixty (60) days after the date such amounts are due and payable shall bear interest at a rate of one and one half percent (1.5%) per month.**

Exhibit C
Terms & Conditions

1. Definitions

Commencement Date - The earlier of the First Live Date or nine (9) months from the Effective Date of this Agreement.

Compensated Employees - Persons receiving a check, advice of deposit or otherwise compensated by the Customer using the UltiPro Software.

Customer Data – all non-public materials, data and information provided by Customer to Ultimate Software, including without limitation, the Customer data and Customer's Confidential Information, and all intellectual property rights thereto.

Effective Date - The date as denoted on Page 1, Section 2 of the SaaS Agreement.

First Live Date - The first date when payroll processing commences for a Compensated Employee, Part Time Employee, or Seasonal Employee to receive a check, advice of deposit or other compensation from the UltiPro Software or the UltiPro Software is used for human resource record keeping for an HR Only Employee, Pensioners.

HR Only Employees - Persons that do not have a terminated status in the UltiPro Software and are not Compensated Employees, Pensioners, Part Time Employees, or Seasonal Employees.

Initial Term - The term from the Effective Date of this Agreement and continuing for a period of thirty–six (36) months from the Commencement Date.

Part Time Employees - Persons being compensated by the Customer (i.e., persons receiving a check, advice of deposit, or otherwise compensated by Customer using the UltiPro software) and having access to UltiPro Core (excluding Benefits Enrollment, SSO and ACA Services), UltiPro Onboarding, UltiPro Performance Management, UltiPro Compensation Management, UltiPro Learning, UltiPro Workforce Management (UltiPro Time and UltiPro Scheduling), and UltiPro Recruiting only, and are not Compensated Employees, Seasonal Employees, Pensioners, or HR Only Employees. The Parties agree to identify and designate the component company attributable to the Part Time Employees.

Pensioners - Persons being compensated by the Customer (i.e., persons receiving a check, advice of deposit, or otherwise compensated by Customer using the UltiPro software) and having access to UltiPro Core (excluding Benefits Enrollment, SSO and ACA Services), and are not Compensated Employees, Part Time Employees, Seasonal Employees or HR Only Employees. The Parties agree to identify and designate the component company attributable to the Pensioners.

SaaS Services - Consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the SaaS Site.

SaaS Site - Location for the necessary software and hardware to provide the SaaS Services.

Seasonal Employees - Persons being compensated by the Customer (i.e., persons receiving a check, advice of deposit, or otherwise compensated by Customer using the UltiPro software) and having access to UltiPro Core (excluding Benefits Enrollment, SSO and ACA Services), UltiPro Onboarding, UltiPro Performance Management, UltiPro Workforce Management (UltiPro Time and UltiPro Scheduling), UltiPro Learning, and UltiPro Recruiting only, and are not Compensated Employees, Pensioners, Part Time Employees or HR Only Employees. The Parties agree to identify and designate the component company attributable to the Seasonal Employees.

Subscription Offering - The UltiPro Software, support and SaaS Services on a subscription basis.

Terminated Web Employees - Persons with a status of terminated who have access to the UltiPro portal at any time during a month.

UltiPro Recruiting Commencement Date - The earlier of the date the UltiPro Recruiting application being configured and available for Customer's use or January 1, 2021.

UltiPro Software - The UltiPro Software modules and functionality as set forth in Exhibit A.

U.S. Payment Services - As set forth in Exhibit D.

2. Term and Termination

This Agreement shall commence on the Effective Date as set forth above and shall continue in effect from that date for the duration of the Initial Term. Customer may not terminate the Agreement during this Initial Term except as set forth below. This Agreement shall automatically renew for successive renewal terms of one (1) year each for up to two (2) additional years. Customer shall provide Ultimate Software written notice of its intent to terminate the Agreement thirty (30) days prior to the expiration of the second subsequent renewal term. The Customer may terminate this Agreement after the Initial Term by serving written notice of its intention at least ninety (90) days prior to the date of termination. In the event of termination, Ultimate Software shall be entitled to compensation for any

amounts due to it including, but not limited to, compensation for hours worked as well as outstanding expenses. .Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice upon any breach hereof by the other party, provided the party in breach shall not have cured such breach during such thirty (30) day period. Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Ultimate Software.

Within five (5) business days of termination of this Agreement, Ultimate Software shall provide to Customer a copy of Customer's data in the format(s) for data store technology in use at the time of termination via secured file transfer protocol "SFTP" server or similar method at a cost of $500.00 to be billed as incurred.

Lack of Appropriations After expiration of the Initial Term, if the Village of Orland Park Board of Trustees does not approve appropriations for Customer or otherwise make available funds sufficient to utilize the UltiPro Software and SaaS Services under the terms of this Agreement, Customer may terminate this Agreement upon thirty (30) days written notice to Ultimate Software. Customer will not be entitled to a refund or offset of previously paid, but unused Subscription Fees. Customer agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

3. Proprietary Protection and Restrictions

Ultimate Software has and shall have sole and exclusive ownership of all rights, title, and interest in the UltiPro Software and SaaS Services and all modifications and enhancements thereof (including ownership of all trade secrets copyrights, and intellectual property rights pertaining thereto). Customer is only permitted to use the UltiPro Software or any services provided by Ultimate Software for its own employees and is not permitted to provide service bureau, data processing, time sharing services or to otherwise provide payroll or human resource record keeping for third parties.

To the extent that any third party software is provided herein, Customer agrees that it shall only use such software in conjunction with the UltiPro Software and SaaS Services. Customer acknowledges that it is prohibited from engaging in, causing, assisting or permitting, the reverse engineering, disassembly, translation, adaption or recompilation of the UltiPro Software, SaaS Services, and any third party software and that it shall not attempt to obtain or create the source code from the object code of the UltiPro Software, SaaS Services, and third party software provided to it pursuant to the Agreement, unless explicitly permitted by applicable and mandatory law.

Customer acknowledges that it will not use the UltiPro Software and SaaS Services or any third party software for any illegal purpose or activity.

Ultimate Software hereby represents and warrants to Customer that the services provided will not violate the patent, copyright, or other proprietary rights of any third party, and that Ultimate Software will defend, indemnify and hold harmless Customer from any claim of copyright, patent or similar infringement provided Customer notifies Ultimate Software in writing immediately upon notice of such claim and cooperates fully in the defense of such claim. Ultimate Software shall have full and exclusive control of any such defense and settlement of the claim.

4. Ownership and Use of Ultimate Software Intellectual Property

During the term of this Agreement, as a result of Ultimate Software's efforts under this Agreement, Ultimate Software may generate ideas, inventions, suggestions, copyrightable materials or other information ("Ultimate Software Intellectual Property"). Ultimate Software shall have title to such Ultimate Software Intellectual Property. To the extent such Ultimate Software Intellectual Property is incorporated into work product to be produced by Ultimate Software and delivered to Customer under this Agreement, Ultimate Software grants and Customer hereby accepts a royalty-free, non-exclusive license to use all such Ultimate Software Intellectual Property as incorporated into the Ultimate Software work product.

5. Customer Data

Customer shall retain ownership of the entire right, title and interest in and to Customer Data. No ownership rights in such materials, data and information are transferred to Ultimate Software.

6. Protection of Customer Data

Ultimate Software shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as more fully set forth in Exhibit H entitled Data Security and Privacy.

7. UltiPro Product Support Services

Ultimate Software shall maintain a national customer support center ("NCSC") capable of receiving telephone, fax, modem or Internet transmission reports of software irregularities. Customer may report UltiPro Software or operator problems and seek assistance in the use of the UltiPro Software. Ultimate Software will maintain a product-trained and knowledgeable staff capable of rendering the services set forth in this Agreement. Ultimate Software will use all reasonable diligence to correct verifiable and reproducible errors when reported to the NCSC.

Product Support Services entitles Customer to ongoing customer phone, email, fax and modem support as needed with Customer's account manager available between normal business hours (8:30 am to 5:30 pm Customer's –time zone - Monday through Friday) and includes periodic enhancements and modifications to the UltiPro Software furnished by Ultimate Software, as well as federal, state and local tax updates.

After hour customer support, including weekends, is available at no additional charge.

Performance of UltiPro Product Support Services or other services is contingent upon all undisputed payments, due to Ultimate Software pursuant to this Agreement or any other agreement between the Parties, being paid in a timely manner.

8. Sale, Assignment, and Delay

Customer's rights may not be transferred, leased or assigned except in its entirety to (1) a successor in interest of Customer's entire business which assumes the obligations of this Agreement (provided the successor is, after the transfer or assignment, similar in size and nature to Customer) or (2) any other party who is reasonably acceptable to Ultimate Software, who enters into a substitute version of this Agreement.

Ultimate Software shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of civil or military, judicial actions, acts of God, or any other casualty or natural calamity.

9. Confidential Information

Except as otherwise permitted under this Agreement, Ultimate Software and Customer will not knowingly disclose to any third party or make use of any Confidential Information during the term of this Agreement and in perpetuity. For purposes of this Agreement, "Confidential Information" will mean non-public information of a Party to this Agreement. In addition to the foregoing, the Parties agree to not, at any time, during or at any time after the term of this Agreement, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature or description concerning any matters relating to each other's business, including, but not limited to, names of employees, Customer companies, its manner of operation, the nature, or descriptions of, its plans, processes or data of any other kind. Without regard to whether any or all of the foregoing matters would be confidential, the Parties hereto stipulate that as between them, the same are important, material and confidential. This Agreement shall not be deemed to prevent the disclosures of information after having received prior consent from the other Party. This Agreement does not apply to information in the public domain at the time of disclosure, or which is or becomes publicly available without breach of the Agreement, or which is known to the Parties receiving it at the time of disclosure, or which is received from a third party who has not breached any Agreement with the Party claiming confidentiality, or which is disclosed by the Party claiming confidentiality to third parties on a non-restricted basis. Notwithstanding anything to the contrary in the Agreement, although Ultimate Software remains responsible for the confidentiality obligations as set forth in the Agreement and for the acts of any service provider Ultimate Software retains in this regard, Ultimate Software reserves the right to have Confidential Information and/or Customer Data provide to and accessed by our service providers and/ or employees, some of whom may be outside the United States or Canada for the sole purpose of performing or upgrading services for the Customer.

10. STANDARD OF CARE, LIMITED WARRANTY

ULTIMATE SOFTWARE WARRANTS THAT THE SAAS SERVICES RENDERED WILL CAUSE THE ULTIPRO SOFTWARE MODULES TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE ULTIPRO SOFTWARE ON LINE DOCUMENTATION. ULTIMATE SOFTWARE WILL MAKE ALL NECESSARY CORRECTIONS TO FULFILL THE FOREGOING WARRANTY WITHOUT ADDITIONAL COST TO THE CUSTOMER. THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF ANY PROVISION OF THIS AGREEMENT OR FOR ANY WARRANTY SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT OF FEES PAID DURING THE EIGHTEEN MONTH PERIOD PRIOR TO THE ALLEGED BREACH. REFERENCE TO BREACH OF THIS AGREEMENT SHALL INCLUDE ANY SUPPLEMENT, ADDITIONS OR AMENDMENTS TO THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ULTIMATE SOFTWARE BE LIABLE FOR ANY LOST REVENUES OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY NATURE WHATSOEVER. THIS DAMAGE EXCLUSION IS INDEPENDENT OF ANY REMEDIES PROVIDED FOR HEREIN. ULTIMATE SOFTWARE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ULTIMATE SOFTWARE DISCLAIMS ALL WARRANTIES AND RESPONSIBILITY FOR THIRD PARTY SOFTWARE WHICH SHALL BE THE SOLE OBLIGATION OF THE PROVIDER OF THE THIRD PARTY SOFTWARE.

THE ULTIPRO LAUNCH OR CONSULTING SERVICES PROVIDED HEREUNDER BY ULTIMATE SOFTWARE WILL BE PERFORMED IN A MANNER CONSISTENT WITH THE STANDARDS AND THE GENERAL CUSTOMS AND PRACTICES OF THE INDUSTRY. CUSTOMER MUST REPORT ANY DEFICIENCIES IN THE ULTIPRO LAUNCH OR CONSULTING SERVICES WITHIN THIRTY (30) DAYS OF THE LATER OF THE COMPLETION OF THE ULTIPRO LAUNCH OR CONSULTING SERVICES OR THE DATE THAT SUCH DEFICIENCIES WERE REASONABLY DISCOVERABLE BY CUSTOMER, IN NO EVENT, HOWEVER EXCEEDING SIXTY (60) DAYS FROM THE DATE OF COMPLETION OF SUCH ULTIPRO LAUNCH OR CONSULTING SERVICES.

11. Entire Agreement

This Agreement, represents the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the Parties about its subject matter. Any Customer order or similar document which may be issued with this Agreement does not modify this Agreement, and in case of conflict, this Agreement shall control. No modification of this Agreement will be effective unless it is in writing, is signed by each Party.

In the event that any of the terms of this Agreement is, or becomes, or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

12. Publicity

Both Parties agree that Ultimate Software shall be entitled to refer to the existence of this Agreement, and the fact that Customer is a customer of Ultimate Software.

13. Governing Law
This Agreement shall be governed by and construed in accordance with the internal laws of the state of Illinois. The prevailing Party in any such action shall be entitled to recover its reasonable attorney's fees and cost from the non-prevailing Party.

14. Insurance
During the term of this Agreement, Ultimate Software shall maintain insurance coverage rated A "Excellent" by A.M. Best for the following risks in the following minimum amounts:

- Comprehensive General Liability Insurance: $2 million aggregate; $1 million per occurrence, including $1 million personal injury.
- Business Auto: $1 million combined single limit bodily injury and property damage liability.
- Umbrella: $10 million aggregate, $10 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): $10 million aggregate, $10 million per occurrence

Ultimate Software shall name the Customer as an additional insured under such policies (except for Workers Compensation and Errors and Omissions) and shall provide Customer with a certificate evidencing the above insurance coverage.

15. Notices
Notices will be effective when received in writing at the following addresses:

The Ultimate Software Group, Inc. 2000 Ultimate Way Weston, FL 33326 Attn: General Counsel Fax (954) 656-1006	Village of Orland Park 14700 S Ravinia Ave. Orland Park, IL 60462 Attn: Denise Domalewski Email: ddomalewski@orlandpark.org Attn: Stephana Przybylski Email: sprzybylski@orlandpark.org

16. Status of Ultimate Software as Independent Contractor
Ultimate Software shall devote such time and effort to the performance of the services it deems necessary to satisfactorily complete the services. Ultimate Software shall be an independent contractor in the performance of this Agreement and shall not be deemed an employee or agent of Customer for any purpose whatsoever.

Neither party shall have power to act as an agent of the other or bind the other in any respect.

17. Workplace
If Ultimate Software is requested by Customer to provide services on Customer's premises, Customer agrees to provide Ultimate Software personnel a safe workplace whose standards are consistent with that of its own employees. Customer also agrees to provide reasonable access to its key personnel necessary for Ultimate Software to perform the services. Ultimate Software personnel will observe all safety and other applicable rules in effect at such workplace, provided that reasonable notice of the rules has been supplied to Ultimate Software and such personnel.

In order to allow Ultimate Software to perform its obligations, Customer will be responsible for ensuring that its facilities are accessible and supported during normal business hours, Customer's Equipment is operational for the purposes of meeting the obligations contained within this Agreement, and Ultimate Software personnel is provided with Customer workstations that have access to such Equipment, Log-on ID's, disk space, printer access, phones and sufficient work space while performing UltiPro Launch or Consulting services. For purposes of this Agreement, equipment ("Equipment") shall mean any computer hardware or third party software necessary to properly run the UltiPro Software.

18. SaaS Services
Ultimate Software will provide the SaaS Services at Ultimate Software's SaaS Site. Ultimate Software reserves the right to change the location of the SaaS Site if it deems necessary. At the SaaS Site will be the hardware and software necessary to run and support the UltiPro Software from a remote location(s).

Customer acknowledges that the SaaS Services as described in this Exhibit may change from time to time as is required by changes to normal business conditions. It is further understood by Customer that any changes to the SaaS Services will be applicable to all Ultimate Software's Customers that are utilizing SaaS Services. Ultimate Software will make best efforts to publish such changes to the SaaS Services within a reasonable time frame to the UltiPro portal. In any event, Ultimate Software shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the Effective Date of this Agreement.

A. Ultimate Software Responsibilities

- Provide sufficient computer infrastructure, equipment, software, network bandwidth and security within the environment to allow the Customer access to the UltiPro SaaS Services.
- Maintain, monitor and administer Ultimate Software's federated services infrastructure and, upon request, configure customer instances in the federation environment for UltiPro Single Sign-on Services.
- Provide connectivity for the system administration users.

- Provide Customer with UltiPro release upgrade schedule for the UltiPro Software.
- Assign roles and password protection to all system administration users identified by Customer as requiring system administration rights.
- Execute nightly maintenance procedures.
- Maintain business continuity environment and process, which are tested annually
- Execute scheduled cumulative backup procedures (and restore as necessary)
- Maintain application recovery procedures (with a recovery point objective of 4 hours)
- Maintain cumulative backups pursuant to the following schedule:

Backup Schedule

Frequency	Data	Retention Period
Intra-Day Backup	Database Backup	48 Hours
Nightly Backup	Database Backup File Server Directories	2 Weeks 1 Week
Weekly Backup (Sunday)	Database Backup File Server Directories	8 Weeks 5 Weeks
Monthly Backup	Database Backup File Server Directories	3 Months
Quarterly Backup	Database Backup File Server Directories	12 Weeks

- Monitor SaaS environment 24 X 7 X 365
- Conduct capacity planning, track application and network utilization, forecast growth and the impact on network and infrastructure and size accordingly
- Perform system maintenance and upgrades for UltiPro Software and all third party software required to deploy the SaaS Services.

- Perform SaaS infrastructure and network infrastructure maintenance on the following schedule for the production SaaS Site:

  NOTE: Customer may experience intermittent connectivity during these periods or may be restricted from access during these periods.

- Perform system daily maintenance from 3:00 a.m. to 5:00 a.m. EST not to exceed a maximum of five (5) hours per month. No advanced notice provided.
- Perform emergency maintenance, as required, when necessary. Where possible, Ultimate will use best efforts to provide advanced notification via newswire.

Ultimate Software will provide Customer advanced notification of the following maintenance via the UltiPro support portal.

- Perform release upgrade window as required three (3) times per year on either Saturday or Sunday from 2:00 a.m. to 8:00 a.m. EST.
- Perform extended system maintenance as required once per year on either Saturday or Sunday from 12:01 a.m. to 12:00 p.m. EST.

B. Customer Responsibilities

- Identify the key contacts responsible for coordinating all activities related to the activation and ongoing operation of the SaaS Services.
- Provide the necessary infrastructure and/or software capabilities, network security and Directory structure to establish and maintain a SAML 2.0 based single sign-on solution between Customer and Ultimate Software for UltiPro Single Sign-on Services.
- Provide Ultimate Software with a list of Customer system administration users that require access to the SaaS environment.
- Maintain Customer workstations, running a supported browser. As of the effective date of this Agreement supported browsers are, Internet Explorer 11, Edge 42.17134, Chrome 69, Firefox 61, Safari 11
- Maintain Customer printer environment.
  - Note: MICR check printing requires HP compatible printers
- Maintain Internet connectivity to access SaaS Site.
- Customer shall notify Ultimate Software of events that permit changes to contractual terms, such as significant Compensated Employee growth, by providing Ultimate Software with thirty (30) days advanced written notice of its intention to use the UltiPro Software for the additional Compensated Employees so that Ultimate Software can ensure proper configuration of the SaaS environment.
- Manage, monitor and maintain confidentiality, user security and privacy settings within the UltiPro Software for Customer's users, including, but not limited to, user identifications, password

setup/change, account lockout frequency, enabling multifactor authentication, and enabling internet protocol filtering.

- Customer will be responsible to provide for the specified connectivity between the Customer's location(s) to the internet. Customer agrees that Ultimate Software will have no liability for and Customer will not be excused from any of its obligations under the Agreement as a result of the quality, speed or interruption of the communication lines from the Customer's location(s) to the internet.

Exhibit D
U.S. Payment Services

1. Definitions

"DDA" means Direct Deposit Advices.

"EFTPS" means U.S. Treasury Department's Electronic Federal Tax Payment System

"Garnishment Liabilities" means that portion of Payroll Liabilities relating to wage garnishments, including federal and state tax levies, bankruptcy orders, student loan, child support and spousal support withholding orders.

"NACHA" means National Automated Clearing House Association. NACHA administers the rules for processing Automated Clearing House (ACH) transactions through the ACH network.

"Payroll Liabilities" means the Payroll Tax Liabilities and Garnishment Liabilities related to a designated payroll check date that Customer owes, but has not yet paid.

"Payroll Tax Liabilities" means that portion of Payroll Liabilities relating to payroll taxes, including, all applicable federal, state and local taxes, Social Security and Medicare.

"Voluntary Deductions" means that portion of Payroll Liabilities that a Customer Payee has voluntarily agreed to have withheld from their compensation and paid to another party (such as a creditor or other third party, including but not limited to 401(k) plans, insurance plans and dues).

2. Data Remittance

Customer will complete and close payroll before 12:00pm (Customer's local time), no less than two (2) business days prior to the applicable check date(s). Customer acknowledges that the data and all information from the completed payroll from UltiPro Software will be the basis for the U.S. Payment Services as provided for herein. Customer acknowledges and agrees that Ultimate Software shall access and review Customer's masterfile(s) datastore in order to export data to provide the U.S. Payment Services herein.

Ultimate Software will not be liable for any invalidity or inaccuracy caused by Customer or its Customer's data unless Customer so notifies Ultimate Software within one (1) business day of Customer's completion of payroll for the applicable check date or within ten (10) days of quarterly records being made available to Customer by Ultimate Software.

2. Cash Management

Reporting for Cash Collection

One (1) business day prior to the applicable check date, Ultimate Software shall make available U.S. Payment Service reports to Customer which is applicable to any given payroll closed within the defined parameters as set forth herein, in order to allow Customer to generate reports based upon such data at the open of normal business hours.

Funds collection

Two (2) business days prior to the designated payroll check date(s), Ultimate Software will debit Customer's designated bank account(s) for the Payroll Liabilities. Payroll Tax Liabilities not requiring "next day" payment and Garnishment Liabilities will be collected by ACH debit. Payroll Tax Liabilities requiring a "next day" payment will be collected by reverse wire. Funds must be received by Ultimate Software by noon (12:00pm) Eastern Standard Time.

Ultimate Software will collect Customer funds to cover other Customer liabilities covered by this U.S. Payment Services (to include but not limited to any additional tax payments, penalties and/or interest resulting from tax notices or amendments or quarter-end variances).

Customer agrees to maintain authorization for Ultimate Software to ACH and reverse wire Customer's designated bank account(s) and to maintain good and sufficient collected funds in the Customer's designated bank account(s) to cover all funding transactions to be made under this U.S. Payment Services Exhibit.

Prior to Customer using the U.S. Payment Services in a production environment or when Customer is changing their designated bank account(s), Customer agrees to establish and successfully test authorization with its bank to allow Ultimate Software to ACH and reverse wire in accordance with the terms of this U.S. Payment Services Exhibit.

Banking Transactions

Delivery of U.S. Payment Services is subject to the laws and regulations of the banking industry including but not limited to the operating rules of the NACHA.

Customer grants Ultimate Software the authority to issue payments on behalf of Customer.

Customer agrees to (i) comply with the NACHA rules applicable to it with respect to U.S. Payment Services; and agrees that Ultimate Software has the right require Customer to demonstrate its compliance with NACHA rules. Customer agrees not to originate transactions that violate U.S. laws. International transactions are not allowed under the U.S. Payment Services.

Investment of Funds

Ultimate Software has the obligation to pay Customer's Payroll Liabilities (to the extent that Customer has made available the required funds in accordance with the terms of this U.S. Payment Services Exhibit). The Customer funds held by Ultimate Software will be segregated from other funds of Ultimate Software, but may be commingled with funds of other customers. Ultimate Software will be entitled to receive all net income generated on any funds held pursuant hereto.

Record of Collections and Disbursements

Upon Ultimate Software making available to Customer any and all records of any disbursements prepared by Ultimate Software pursuant to this U.S. Payment Services Exhibit, Customer will examine all records for validity and accuracy according to Customer's records. Customer will promptly notify Ultimate Software of any inaccuracies or inconsistencies.

The specific record retention schedules established by governmental entities applicable to Customer are the responsibility of Customer and are not the responsibility of Ultimate Software or the services being provided under the Agreement. Ultimate Software has no responsibility or liability for maintaining or retaining said records for Customer.

3. Document Execution

Customer agrees to promptly execute any and all documents reasonably presented by Ultimate Software in order to effectuate carrying out the U.S. Payment Services.

Customer agrees that it will promptly respond to any and all reasonable requests made by Ultimate Software for the purpose of Ultimate Software's performance of the U.S. Payment Services. Ultimate Software may amend or update the terms of this U.S. Payment Services Exhibit only as reasonably determined by Ultimate Software or as mandated by any governmental agency, taxing authority, banking partners or an authority overseeing banking transactions, provided same does not adversely impact Customer's normal business operations and in such an event, then Customer shall have the option to reject this change, in good faith, within thirty (30) days of receipt of notice of such change by providing written notice to Ultimate Software.

Customer agrees to promptly and accurately perform its responsibilities as set forth in this U.S. Payment Services Exhibit and acknowledges that failure to do so may result in additional fees or costs to Customer in the event that Ultimate Software is required to expedite processes and or perform additional work on behalf of Customer in order to meet regulatory requirements. Any such additional charges will be performed at a rate of $190 per hour which shall be billed as incurred. Ultimate Software shall provide Customer with ten (10) days advanced written notice of its intent to charge such additional fees and/or costs, and Customer shall have the opportunity to cure same during such ten (10) day period.

4. Data Retention

Customer agrees that Ultimate Software may retain Customer data subsequent to the date of termination of this Agreement for a term not to exceed four (4) years from the date of termination.

Any sections of this Agreement which expressly survive termination of this Agreement, or which, by their nature, should reasonably survive termination of this Agreement, shall survive.

5. Services

A. General

Ultimate Software is not obligated to commence providing the U.S. Payment Services until Ultimate Software has received all information and funding necessary to disburse all applicable Payroll Liabilities.

Ultimate Software is not responsible for any pre-existing errors or similar matters arising prior to commencement of the U.S. Payment Services by Ultimate Software or for any errors that may occur in the event the Customer fails to provide Ultimate Software with all necessary, complete, and accurate information.

B. Tax Filing Services

i. Prepare, deposit and file Customer's Payroll Tax Liabilities for those federal, state, and local jurisdictions listed by Customer on the company profile report (provided with the standard company set up package) and any updates provided to Ultimate Software by the Customer.

ii. Prepare a quarterly tax statement for each Federal Employer Identification Number (FEIN). This statement will include a summary of tax liabilities reported throughout the quarter, account reconciliation.
iii. Answer tax agency correspondence for tax deposits and returns filed by Ultimate Software.
iv. File amended returns including W-2Cs as required for returns processed under this U.S. Payment Services Exhibit by Ultimate Software.
v. Provide W2 agency filings.

C. **Tax Information Acknowledgment**:
As required by the Internal Revenue Service, the following information must be disclosed to taxpayers that utilize a third party to perform tax filing services on its behalf:

Customer acknowledges that it is responsible for the timely filing of employment tax returns and the timely payment of employment taxes for its employees, notwithstanding, that Customer has authorized Ultimate Software to file the returns and make the payments on its behalf.

The Internal Revenue Service recommends enrollment in the EFTPS to monitor your account and ensure that timely tax payments are being made. Enrollment in the EFTPS may be done online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

D. **Garnishment Disbursement Services**
Prepare and deposit Customer's Garnishment Liabilities for those federal, state, and local payment processing units and any individual third party(ies) to which an employee of Customer owes a debt and has agreed or is compelled by requisite governmental authority to resolve via garnishment of employee's wages. Ultimate Software will make available a report of garnishment activity to Customer summarizing funds collection and disbursement transactions completed for the designated payroll check date(s).

Ultimate Software is not responsible for providing additional administrative services, including, but not limited to, agency research, account reconciliation, garnishment data input and adjustments. Customer is solely responsible for the setup of the garnishment requirements in the UltiPro Software in accordance with the UltiPro Online Documentation and Ultimate Software is not responsible for same.

Customer will not set up Voluntary Deductions for payment through Ultimate Software's Garnishment Disbursement Services.

E. **Print Services**

Check Printing
Ultimate Software will print checks, and if the option pursuant to this Agreement is selected, direct deposit advices ("DDA") for Customer (subject to a fee) based on the information from each completed payroll as set forth in the Data Remittance section above. The printing and distribution of any DDA will be performed for an additional fee of $0.50 per DDA printed.

Year End Tax Forms
Ultimate Software will be responsible for printing W-2, 1099, T4 or Relevé 1 forms for Customer as applicable. Ultimate Software will supply the form and Customer will be responsible for shipping costs.

Print Shipping - Ultimate Software shall be responsible for delivering printed documents (i.e. checks, DDAs, W2s, etc. to either commercial overnight carrier selected by Ultimate Software or United States Postal Service First Class mail direct to the Customer Payee's address) as specified by Customer. Checks will be shipped for delivery on payroll check date. Customer will be responsible for shipping costs.

Print Handling/Split Package - No charge for first five (5) splits, $4.00 per split thereafter per print request.

Expedited Processing Fee – only if applicable and requested by Customer.
In the event that Customer is unable to complete and close Customer's payroll in accordance with Section 2 (Data Remittance), then provided (i) Customer finalizes payroll processing by 12:00pm Eastern Standard Time, no less than two (2) business days prior to the applicable check date(s), then for an additional $250.00 fee and upon written request by Customer, Ultimate Software will expedite printing of Customer's checks/direct deposit advice slips ("DDA") for delivery to Customer one (1) business day prior to the payroll check date(s).

F. **ACA Toolkit and Distribution Services**

ACA Toolkit - Included for all customers at no additional cost:
- Eligibility 'lookback' calculations based upon payrolls processed with the UltiPro Software.
- Enrollment based on eligibility
- Post exchange notices to employee document area
- Obtain and track employee consent to view 1095-C forms electronically
- Generate completed 1094-C and 1095-C forms

- Import template for 1095-C data (if not available in UltiPro)
- Generate required 1095-Cs for those who are not active employees (i.e., COBRA, retirees)
- Download 1095-C via employee self service
- Generate electronic file in IRS approved format
- Self Service printing and distribution of 1095-C forms
- Self Service electronic filing to the IRS
- Comprehensive reporting and access to data about eligibility, penalty exposure, and offer of coverage

ACA Data Remittance

Customer will provide the required ACA data needed for 1094-C and 1095-C forms to Ultimate Software pursuant to the ACA standard guidelines. Customer acknowledges that the ACA data and all ACA information contained in and generated from the UltiPro Software will be the basis for the services as provided for herein.

ACA Distribution Services

- Ultimate Software printing 1095-C forms and mailing them to Customers' employees will follow the same description of services as the Year End Tax Forms section above. Customer is responsible for the cost of shipping and handling.
- Electronic filing of 1094-C and 1095-C forms to the IRS on Customer's behalf

Assumptions:

- Data included in the healthcare measurement periods for the eligibility "lookback" calculations will begin with the first payroll processed using the UltiPro Software. Data converted from legacy systems is not available for eligibility "lookback" purposes.
- Prior to performing the ACA Distribution Services, Customer must provide Ultimate Software all required ACA data related to 1094-C and 1095-C forms and such data must be entered into and validated within the UltiPro Software.
- Ultimate Software will not be liable for any invalidity or inaccuracy caused by Customer unless Customer so notified Ultimate Software within three (3) business day of Ultimate Software making available to Customer any and all ACA regulatory forms and filings Customer will examine them for their validity and accuracy according to Customer's records. Customer will immediately notify Ultimate Software of any inaccuracies.
- Customer is responsible for all shipping charges, whether billed by Ultimate Software as a pass through expense or direct billed to Customer via its own carrier. Customer shall have the option to use their own Federal Express or United Parcel Services account number.

G. Termination

In addition to, and not in limitation of Ultimate Software's other rights hereunder, in the event that (1) Customer fails to timely execute and deliver documents required to be executed and delivered by Customer pursuant to this Exhibit; or (2) Customer fails to maintain authorization for funds collection and further fails to timely make available to Ultimate Software sufficient funds required to be made available by Customer pursuant to this Exhibit; or (3) Customer has set up Voluntary Deductions to pay through the Garnishment Disbursement Services (as set forth in Section D herein); or (4) Customer fails to comply with the NACHA rules applicable to it with respect to U.S. Payment Services; or (5) Upon Customer's reasonable rejection of an amendment or update to the U.S. Payment Services Exhibit due to an adverse impact to Customer; or (6) Ultimate Software becomes aware that Customer and/or its employee(s) are designated as an entity or person for which funds cannot be processed due to banking or regulatory restrictions, then in upon the occurrence of any of the foregoing, Ultimate Software may elect to terminate performance of the U.S. Payment Services (or any portion thereof) upon written notice to Customer. Ultimate Software in its discretion may provide Customer with an opportuity to cure any such failure within ten (10) days of Customer's receipt of written notice.

Exhibit E
UltiPro Launch Overview

Ultimate Software's UltiPro Launch methodology ("UltiPro Launch") provides proven and repeatable processes that enable project teams to measure progress and results and offers a solid knowledge transfer from Ultimate Software to the Customer. It is supported with standard tools, templates and proven training paths that deliver a successful launch of the UltiPro Software. Ultimate Software partners with the Customer throughout the UltiPro Launch process performing tasks such as a business requirements analysis through discovery workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.

With UltiPro Launch, Ultimate Software uses its proven methodology to provide training and services to deploy the UltiPro Software. UltiPro Launch will be delivered as described in this document.

1. Introduction to UltiPro Launch

Deployment Strategy

The deployment of a human capital management software solution is a collaborative endeavor that must be guided by strategic objectives. Ultimate Software's UltiPro Launch and deployment strategy is designed to reduce overall project complexity.

Ultimate Software will work with Customer to determine the most logical and efficient deployment plan of the UltiPro Software based upon Customer's current environment, products purchased, Customer's available resources and other driving factors. This best practice approach will be tailored to Customer's business objectives. In all deployments, UltiPro Core HR/Payroll will be deployed first and the project team members from Ultimate Software and Customer shall determine the deployment sequence for other areas of the UltiPro Software where applicable.

Deployment Lifecycle

The deployment lifecycle provides a road map that generally describes how the project will progress from the start to finish. The project team follows this roadmap to transition Customer's existing HCM functions from Customer's legacy provider to the UltiPro Software. Ultimate Software's deployment methodology includes the following phases:

Plan: Preliminary preparation involves four basic elements: Ultimate Software's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and software access.

Discover: This phase is designed to profile Customer's configuration through review of existing reports, analyze requirements to develop a solution design, and configure the solution.

Build: This phase is designed to configure Customer's UltiPro solution and migrate employee data into UltiPro from legacy system. This is inclusive of all UltiPro solutions intended to be deployed on your first live date. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.

Test: This phase is designed to test the migrated employee data and provide comprehensive testing for all components that will be deployed on First Live Date.

Deploy: This phase is designed to finalize configuration and data in order to execute a First Live Date.

2. Roles and Responsibilities in the Deployment Life Cycle

A successful UltiPro Launch assumes Customer participation throughout the deployment life cycle as referenced in the *Roles and Responsibilities* sections of this document. Ultimate Software and Customer's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities. If there is a check under Ultimate Software and Customer columns, this means the task is a shared responsibility with Ultimate Software having primary responsibility to lead the task to completion.

Project Management	Ultimate Software	Customer
Manage the respective team's project resources, budget, and deliverables to ensure they are being met per the project timeline.	√	√
Create weekly status reports and facilitate weekly status calls. Report out status to stakeholders.	√	
Resolve project issues.	√	√
Provide Customer communications and general project-related management activities.	√	

Perform roll-out activities (change management) for managers and employees.		√

Plan	Ultimate Software	Customer
Provide access to the UltiPro Modules as contracted in the Agreement	√	
Facilitate the kick-off meeting.	√	
Attend and participate in the kick-off meeting and discovery meetings.	√	√
Assist in defining necessary Customer resources and a training plan as part of the project plan.	√	
Key project resources attend recommended training courses.		√

Discover	Ultimate Software	Customer
Gather all available policy and procedure documentation as well as completion of the data collection tool.		√
Describe the expected solution, business processes and business rules for all employee groups.		√
Facilitate rapid review, feedback, and signoff on all project documentation to meet project deadlines.		√
Lead discovery sessions to gather business requirements	√	
Participate in discovery sessions to provide business requirements		√
Define project assumptions, risks and system configuration requirements based on completed discovery and recommend configurations.	√	√

Build	Ultimate Software	Customer
Complete a company setup containing all of the business rules and complete unit testing to validate configuration.	√	
Perform unit and functional testing	√	√
Share data mapping process and field specifications with Customer.	√	
Provide data translations and field mapping defaults for all required fields		√
Provide source data for production processing in the Ultimate Software approved conversion table formats.		√
Convert Customer Data from Ultimate Software's conversion table format	√	
Review and approve converted data according to the agreed upon schedule.		√
Create interfaces as defined in the *UltiPro Launch Guidelines/Assumptions* section of this document.	√	
Supply technical support required for system integration and data conversion.	√	√

Test	Ultimate Software	Customer
Customer project team members to attend recommended training courses.		√
Perform system testing.	√	√
Perform interface testing	√	√

Deploy	Ultimate Software	Customer
Assure that adequate end-user training has been completed before the start of production operations.		√
Provide production support and post-live support for transition to Ultimate Software's Customer Support team.	√	
Perform project wrap-up activities, including, closing open issues.	√	√

3. **Project Management Processes**

Defining the scope is the process of reviewing all contract documents and confirming deliverables the project team will complete. The scope is defined during the discovery of Customer's business requirements in the planning phase.

Planning for resources is the process of assembling the project team. It is imperative that the proper resources with the right skills are available for specific tasks when needed. The resource plan is a combination of the roles and responsibilities detailed in the kick off presentation and the project schedule.

Developing the project schedule is the process of creating a list of tasks and placing them in sequence with due dates. The project schedule also includes identifying critical tasks and milestones so the project team knows where to focus their efforts and can track their progress. The project schedule is documented in the online *Project Console.*

Creating and maintaining an action log is the process of creating and maintaining a list of open action items that have been identified but not resolved (an "Action Log"). An Action Log is maintained during the project.

Facilitating status meetings is the process of scheduling and executing recurring team meetings to review the project schedule, Action Log, and project risks. The purpose of the meeting is to present an overall status to the team. This process does not include working sessions to address open items. Working sessions to resolve items will be scheduled outside of the status meetings.

Managing change is the process of identifying, approving, and authorizing new scope to the existing project once the product deployment schedule has been agreed to and documented.

Closing the project is the process of confirming that all project deliverables have been delivered and accepted by an authorized team member.

4. **Training and Knowledge Transfer**

Effective training and knowledge transfer are the keys to high user adoption rates. Not having Customer's team effectively trained can quickly erode any benefits received from the UltiPro Software. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of the solution and Customer's business processes.

Ultimate Software'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 UltiPro Launch. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. Ultimate Software 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.

5. **Project Team Composition**

Resource allocation and commitment are key drivers for a successful UltiPro Launch. The project team is assembled using team members from Customer and Ultimate Software or an Ultimate Software Certified Partner (Ultimate Software trained and approved channel of consulting services resources). Ultimate Software uses employee resources and may use Certified Partners to assist in the performance of UltiPro Launch or consulting services under this Agreement. Customer hereby authorizes access by Ultimate Software and Certified Partners to the Customer information necessary to perform such services. This may include access to Customer's Confidential Information. All Certified Partners are subject to the confidentiality and

security provisions of this Agreement and Ultimate Software will be responsible for the actions of its Certified Partners. Prior to the end of the project, an ongoing support team will also be introduced.

The Ultimate Software project team is comprised of experienced industry experts specializing in specific areas of UltiPro Launch. The team roles and key responsibilities are listed below:

UltiPro Team Resource	Key Responsibilities
Delivery Manager	• Ultimate Software 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 • Mitigates project risks • 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
System Consultant – UltiPro Core HR/Payroll	• Primary Ultimate Software resource and functional expert • Customer's day-to-day point of contact for all UltiPro Core HR/Payroll related service requests • Completes Core HR/Payroll software configuration life cycle per the UltiPro Launch methodology
Time Consultant	• (if purchasing) Primary point of contact for all time application-related service requests • Completes time software configuration life cycle per Launch methodology
Talent/Compensation Consultant	• (if purchasing) Primary point of contact for all talent and compensation application-related service requests • Completes talent, learning, perception and compensation software configuration life cycle per UltiPro Launch methodology
Employee File Management/ Employee Case Management Consultant	• (if purchasing) Primary point of contact for all ECM/EFM related services • Complete the ECM/EFM configuration life cycle per UltiPro Launch methodology.
Technical Consultant	• Responsible for successful migration of all active employee indicative data into UltiPro from current system of record.
Integration Analyst	• Responsible for integration file creation and delivery • Works together with 3rd Party vendors to determine requirements for file automation; initiates and manages the setup of data exchange services

Customer Team Resources	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 • Channels the team's activities toward application configuration and executing the project.
HR Subject Matter Expert	• Customer's primary HR representative and designated decision maker in the area of HR.
Benefits Subject Matter Expert	• Customer's primary benefit representative and designated decision maker in the area of benefits.
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker in the area of payroll.
Time Subject Matter Expert	• (if purchasing) Customer's primary time representative and designated decision maker in the area of time tracking.
Talent Acquisition/ Subject Matter Expert	• (if purchasing) Customer's primary talent acquisition representative and designated decision maker in the area of talent acquisition.
Talent Management, Learning and Compensation Subject Matter Export	• (if purchasing) Customer's primary talent management, learning and compensation representative and designated decision maker in the area of talent and compensation.
Employee File Management/ Employee Case Management Consultant	• (if purchasing) Customer's primary resource and designated decision maker in the area of file and case management.
System Admin/Owner	• Customer's primary resource for system configuration, system knowledge, and application security.
Technical Resource	• Customer's primary resource for technical issues related to data conversion, integrations and security.

6. **UltiPro Launch includes:**
   - Business requirements analysis through discovery workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.
   - Configuration of the UltiPro Software modules purchased under the Agreement.
   - Customer training– as described in the Agreement – to allow knowledge transfer and maximize the value of the UltiPro Software.
   - Interface development – Configuration and scheduling of interfaces as listed in the UltiPro Launch Guidelines/Assumptions section of this document.
   - Data conversion – Conversion of the Customer's data as described in the UltiPro Launch Guidelines/Assumptions section of this document.

7. **UltiPro Launch Guidelines/Assumptions**
   - The typical UltiPro Launch period is 6 months. All UltiPro Launch services end when the agreed upon scope of services is completed or expire 9 months after the Effective Date of the Agreement, whichever comes first. If additional services are required, they will be contracted separately.
   - Customer will 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.
   - Data Conversion:

- Customer will provide source data suitable for production processing in Ultimate Software approved conversion table formats. The data converted must map to existing UltiPro tables.
- UltiPro HR/Payroll Data - Ultimate Software will successfully convert the employee masterfile and the payroll opening balances

- Customer Specific Interface Files: Customer specific interface files for General Ledger data export are included at no charge.
- The following consulting services are not included in the UltiPro Launch Fee and are available, upon Customer's request, during the UltiPro Launch process for the fees listed below:
  - Data conversion pricing for the following services:

Data Type to Convert	Price
Employee Status History – per year	$714.00
Job History – per year	$714.00
Review History – per year	$714.00
Recruiting— candidate personal data; attachments — resume, cover letters, and requisitions – per year	$714.00
Check Detail History – up to 3 years	$5,000.00
Check Detail History – 4 to 7 years	$10,000.00

  - The creation of ad-hoc reports is $2,000.00 via Cognos BI.
  - During the UltiPro Launch phase, creation of additional customer specific interface files not otherwise included above will be $1,000.00 per interface file format.
  - In the event Customer requires additional consulting services, including data conversion, reports, and/or customer specific interface files after the First Live Date, upon Customer's request those services will be performed at the then current rate or scoped on a project basis and will be billed as incurred.
  - If purchasing UltiPro Employee File Management and/or UltiPro Employee Case Management, unless otherwise specified in the Agreement, functional configuration includes:
    - UltiPro Employee File Management: employee folder configuration, role matrix, two (2) document templates for advanced document generation.
    - UltiPro Employee Case Management: five (5) categories, fifteen (15) forms and associated workflows, and five (5) process templates containing ten (10) tasks each.
  - All project tasks are completed through our virtual (offsite) deployment model. All UltiPro Launch and deployment resources are available virtually. Additionally, Customer's team is not required to travel to Ultimate Software for any part of the UltiPro Launch process. Unless otherwise agreed to in an authorized work order, Ultimate Software's team members will not travel to Customer's locations to complete the UltiPro Launch services. If onsite work is preferred or required, please discuss this exception with the Ultimate Software Regional Manager. Ultimate Software has consulting service solutions that are not included with the infrastructure and UltiPro Launch fee, but can be purchased as a value added service.

Exhibit G
Service Level Agreement

A. Service Level for Production SaaS Services:

Ultimate Software's service level objective for the production SaaS environment, including, but not limited to, access to the UltiPro Software and SaaS Services, is to make these services available a minimum of ninety nine and three quarters (99.75%) percent of the time as measured over any one month, not to include activities as denoted in "Ultimate Software Responsibilities - Perform SaaS infrastructure and network infrastructure maintenance" as set forth in Exhibit C.

B. Product Support Service Level - Customer Service Severity Code Summary

Severity Code	Description	Examples of Issues in This Category	Target Response Time
1	Emergency issue; all users have no access to the UltiPro production system.	All users have no access in the UltiPro production system to any solutions offered through the UltiPro portal.	Within thirty (30) minutes **OR** Immediate assistance via rapid response
2	High impact issue; users cannot perform key processes associated with a deadline or are unable to continue current operations.	Users are unable to perform critical tasks in the UltiPro portal including processing new hires, calculating payroll, viewing pay information, tasks that cannot be completed due to inability to view, download, or print critical information, or degraded speed or performance in production environment.	Within two (2) business hours **OR** Immediate assistance via rapid response
3	Moderate impact issue: users cannot perform key processes **NOT** associated with payroll deadlines. Users are able to continue current operations.	Users experience functionality issues including product gaps, data not displaying correctly, issues requiring general assistance on setup and/or configuration, answers to "how to" questions within any UltiPro solution not affecting a current deadline, or isolated instances of users being unable to perform basic tasks.	Within four (4) business hours
4	Low impact issue and/or general questions regarding product usage; reporting a behavior which is not an emergency.	General inquiries regarding new or existing product functionality and questions about how to accomplish a certain task or complete a process in UltiPro or an extended solution.	Within sixteen (16) business hours

Exhibit H
Data Security and Privacy

1. **Data Governance**
   a. In the course of providing the SaaS Services, Ultimate Software may collect, transfer, store and use Customer Data, as defined in the Agreement, provided to, collected by or made accessible to Ultimate Software. For these purposes, Customer Data may be transferred to or be accessible to (i) Ultimate Software personnel as is required to perform the SaaS Services in accordance with the Agreement and in accordance with applicable data privacy protection laws; and (ii) third parties (including, but not limited to, courts, law enforcement, or regulatory authorities), where required by law, provided Ultimate Software will provide reasonable notice to Customer prior to any such disclosure if legally permissible.
   b. Ultimate Software shall maintain internal company wide policies and procedures addressing the secure storage and handling of Customer Data which shall comply with generally accepted industry standards.
   c. Customer grants to Ultimate Software a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form for the purposes of Ultimate Software's providing or maintenance of, improvement to, and operation of the SaaS Services or for any new or different products or services. In addition, to the extent Customer purchases UltiPro Perception services, Customer grants to Ultimate Software the right to sub-license to third parties (currently, Mercer (US) Inc.) the Customer Data, which includes the employee survey responses in a de-identified form for the purposes of improvements to the questions sets and bench marking data.

2. **Privacy and Compliance**
   Ultimate Software represents and warrants that with respect to the collection, storage, transfer, and use of Customer Data it shall comply with (i) all applicable governmental laws, rules, and regulations, including, but not limited to, the European Union General Data Protection Regulations, if applicable, (ii) its Privacy Policy (available at http://www.ultimatesoftware.com/Privacy_Policy), (iii) generally accepted industry standards, and (iv) shall only do so if and to the extent required to perform services pursuant to the Agreement.

3. **Information Security Management Program**
   Ultimate Software shall maintain a documented, approved and implemented information security management program in accordance with generally accepted industry standard practices that include reasonable administrative, technical, and physical safeguards to protect assets and Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The information security management program will address the following areas: risk management, security policy, organization of information security, human resources security, asset management, access control, cryptography, physical and environmental security, operations security, communications security, system acquisition, development, and maintenance, supplier management, information security incident management, information security aspects of business continuity management, and compliance.

4. **Data Protection**
   When working with Customer Data, Ultimate Software shall maintain the following:
   a. Designated security and privacy personnel and departments responsible for the development and implementation of the information security and privacy practices required by this Agreement and applicable law;
   b. Require background checks (including criminal) on its workforce;
   c. Implement reasonably appropriate security and privacy awareness training for all members of its workforce;
   d. Transfer and store Customer Data in an encrypted/secure manner;
   e. Shall not store Customer Data on unencrypted mobile devices or media, such as laptops, phones, USB drives, etc;
   f. Implement reasonably appropriate technical safeguards to protect Customer Data, such as firewalls, intrusions detection systems, logging and monitoring systems, access control systems and encryption;
   g. Restrict access to data, applications, systems, databases and networks to approved users with a business need/job responsibility.
   h. Reasonably timely de-provisioning, revocation or modification of user access to Ultimate Software's systems, information assets and Customer Data shall be implemented by Ultimate Software upon any change in status of employees, contractors, customers, business partners or third parties. Any change in status is intended to include termination of employment, contract or agreement, change of employment, transfer within the organization or change in SaaS Service delivery.
   i. Maintain procedures for data retention and storage, and backup/redundancy mechanisms. Ultimate Software will testing the recovery of backups at planned intervals
   j. Implement reasonable physical safeguards to restrict physical access to Confidential Information, such as restricted access requiring authentication, and appropriate environmental controls. Physical security perimeters (which may include fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) shall be implemented to reasonably safeguard Customer Data and Ultimate Software's relevant information systems;

5. **Audit Reports and Security Assessments**
   a. Ultimate Software will have, at a minimum, an annual site audit of Ultimate Software's information technology general controls including, but not limited to, information security, confidentiality and availability controls, performed by an independent third-party audit firm based on the recognized audit standard SSAE 18 SOC 1 and SOC 2 report or equivalent. Ultimate Software will make available to Customer for review, its SSAE 18 SOC 1 and SOC 2 report or equivalent after the report's publication by the independent audit firm. Customer agrees to treat such audit reports as Confidential Information under this Agreement. Any control exceptions noted in the SSAE 18 SOC 1 or SOC 2 report or equivalent will be addressed

in the report with management's corrective action. Ultimate Software maintains certification to ISO 27001 and ISO 27018 and will make the certificate of registration available to Customer upon request.

b. Ultimate Software will have a network and application level penetration test conducted annually. This audit shall be performed by a recognized third-party audit firm engaged by Ultimate Software. Upon request, Customer shall be provided with a high level executive summary of such test.

c. Customer may submit general security and privacy due diligence questionnaires for completion by Ultimate Software no more than annually. Questionnaires can be submitted directly to the Privacy, Risk & Compliance department at compliance@ultimatesoftware.com.

6. Disaster Recovery

a. Ultimate Software shall have a defined and documented business continuity/disaster recovery plan for recovery services provided to the Customer.

b. Such plan shall provide for reasonable physical protection against damage from deliberate attacks as well as natural causes and disasters.

c. Security mechanisms and redundancies shall be implemented by Ultimate Software to reasonably protect equipment from utility service outages (e.g., power failures, network disruptions, etc.).

d. Telecommunications equipment, cabling and relays transferring data or supporting SaaS Services shall be reasonably protected by Ultimate Software from interception or damage and designed with redundancies, alternative power source and alternative routing.

e. Such plan shall provide for appropriate backup facilities and technology that will permit transition of the Services (from the previous night's backup date), with a maximum recovery time of 24 hours from declaration of a disaster to be operational and accessible to Customer.

f. Ultimate Software shall conduct a test of such plan each year. Customer may request the annual high level summary of the results of such test.

7. Data Breach

Ultimate Software will respond to, contain and remediate security incidents, using commercially reasonable efforts, on a 24/7 basis. Ultimate Software shall notify Customer of security incidents within twenty-four (24) hours of becoming aware of an actual incident involving Customer Data. An "incident" is a breach of confidentiality, data integrity or a security compromise of a network or server resulting in the unauthorized access, use, transfer or acquisition of Customer Data. Ultimate Software shall inform Customer about incident response activities in reasonable intervals until the incident is resolved, which may include documenting and keeping Customer reasonably informed of all investigative and recovery efforts related to any such incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.

Request for Proposal

Completed For:

ORLAND PARK

Completed by:

Devin Warden, Strategic Development Manager

Ultimate Software

Office: 773-616-5676

Devin_Warden@ultimatesoftware.com

www.ultimatesoftware.com

This document and the responses provided contain information and statements based on facts and information provided to Ultimate Software and as those facts and information are understood by Ultimate Software at the time of submission of the response to the RFP. The response is subject to change based on product or service enhancements or additions, discontinuation of product modules or services or other changes to products or services offered by Ultimate Software. Any statement regarding future actions, services or products of Ultimate Software is subject to change without notice. All responses are based on our total solution offering and may not be accurate if all or some components are not purchased.

Technical Proposal

The proposal shall include solution specific information requested in Exhibit D as well as the following:

Experience: Describe the experience of the company and its involvement in projects of similar size and scope.

Ultimate is a leading provider of cloud-based human capital management solutions, with approximately 40 million people records in the Ultimate cloud. Our award-winning UltiPro delivers HR, payroll, talent, time management, employee sentiment analysis, and HR service delivery solutions that connect people with the information they need to work more effectively. Founded in 1990, Ultimate is headquartered in Weston, Florida, and employs approximately 4,700 professionals. In 2018, Ultimate ranked #3 on Fortune's prestigious *100 Best Companies to Work For* list, our seventh consecutive year in the top 25; #1 on its *Best Workplaces in Technology* list for the third year in a row; and #1 on its *100 Best Workplaces for Millennials* list, our second year at the top. Also, in 2018, PEOPLE magazine ranked Ultimate #3 on its *50 Companies That Care* list, and our Services organization was named #1 *Customer Service Department of the Year* by Customer Sales and Service World Awards. In 2017, Forbes ranked Ultimate #7 on its list of *100 Most Innovative Growth Companies*. Ultimate has approximately 4,400 customers with employees in 160 countries, including Bloomin' Brands, Culligan International, Feeding America, Red Roof Inn, SUBWAY, Texas Roadhouse, and Yamaha Corporation of America. More information on Ultimate's products and services for people management can be found at www.ultimatesoftware.com.

Include the names of at least three (3) references and provide address and telephone information for each reference. Please include at least one public sector client reference, preferably local government. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

Ultimate Software will be happy to provide references upon being selected as a finalist.

Operating History: Provide background information on the company, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

Headquartered in Weston, Florida, Ultimate Software is a leading provider of end-to-end, strategic human resources, payroll, and talent management solutions for organizations of all sizes. The Company offers its award-winning UltiPro human capital management (HCM) solution through a Software-as-a-Service (SaaS) delivery model.

Ultimate was founded in 1990 and introduced its UltiPro solution in 1993. The Company went public (NASDAQ: ULTI) in June of 1998 and has a record of solid financial performance. In fact, Ultimate has increased revenues from $17.6 million in 1997 to $940.7 million. in 2017.

Since its inception, Ultimate Software's goal was product excellence – the "Ultimate Software" for human resource and payroll professionals. The vision was to deliver the greatest total value over the lifecycle of the HR and payroll software solution while at the same time providing business benefits previously enjoyed only by large corporation. The Company's exclusive focus on HR, payroll, benefits, and talent management has resulted in solutions characterized by ease of use, robust built-in

functionality, superior technology, and rapid activation – with a quantifiable return on investment for the greatest total business value.

Our focus on excellence for the past 28 years has earned Ultimate a solid reputation, a history of long-term relationships, and an industry-leading 96% annual retention rate of customers who implement UltiPro through SaaS.

Ultimate is a recognized leader in the market by top industry analyst groups and technology research firms such as Gartner, IDC, and Forrester Research. Ultimate's solid business performance, stable financial history, and position as a leader in delivering HCM solutions to the mid-market have been recognized by investment banking and financial analyst firms such as Roth Capital Partners, J.P. Morgan, and William Blair & Company. According to Forrester Research, Ultimate is "the sole "Leader" among HR management systems" for the U.S. midmarket.

More information on Ultimate's products and services for people management can be found at www.ultimatesoftware.com.

Qualifications: List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

Our Project Managers are PMP certified or are in process of certification, and our Activation Consultants have on average over 10 years of industry experience on average. Our project team members may also have certifications that include:

- CPP – Certified Payroll Professional
- FPC – Fundamental Payroll Certification (PCP/CPM, in Canada)
- PHR/SPHR – Professions/Senior Professional of Human Resources (CHRP in Canada)

Others on the systems team:

- MCSA – Microsoft Certified Solutions Associate
- MCSE – Microsoft Certified Solutions Expert
- CCNP – Cisco Certified Network Professional

Additional general information regarding our project teams can be found in the attached UltiPro Launch Methodology Overview.

Proposed Fee: The proposal must include the Comprehensive Pricing Sheet included in Required Proposal Submission Documents section of this RFP. This pricing sheet shall clearly define all fees for implementation, initial and ongoing training, maintenance, upgrades, support, and ongoing utilization of each feature as listed within the project scope, including any year-end related activities (such as W2s, 1099s, 1094/1095) and additional services (such tax administration, additional tax jurisdictions, garnishment administration, delivery fees, etc.). The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Please see the attached Village of Orland Park Comprehensive Pricing Sheet.

Implementation Plan: Provide a tentative implementation plan including a detailed timeline with tentative dates and estimated demands on village staff.

Please see the attached UltiPro Launch Methodology Overview. For a sample launch project plan, please see the attached UltiPro Launch - Sample Milestone Schedule for January 1, 2019 go-live date.

References – *Section II* includes the References form that must be completed and submitted with the proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant the Village permission to contact said references and ask questions regarding prior work performance. The Village may use the information gained from Proposer's references to further evaluate Proposer responsibility.

Insurance Requirements – *Section II* includes the Insurance Requirements form which must be completed, signed and submitted with the proposal. Proposers may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the Proposer currently has in force.

Please see the attached 2018 Insurance Certificate.

Comprehensive Pricing Sheet - *Section II* includes the Comprehensive Pricing Sheet which must be completed and submitted with the proposal. If an item is not applicable, please enter "N/A". This sheet is available as an EXCEL spreadsheet and must be completed and submitted.

Please see the attached Village of Orland Park Comprehensive Pricing Sheet.

PROPOSAL SUMMARY SHEET
RFP # 18-039
Human Capital Management (HCM)

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below. Organization Name: The Ultimate Software Group, Inc.

Street Address: 2000 Ultimate Way

City, State, Zip: Weston, FL 33326

Contact Name: Devin Warden

Phone: 773-616-5676 Fax: _____

E-Mail address: devin_warden@ultimatesoftware.com

Total Non-Recurring Fees	$ 165 per employee one-time implementation fee (only applies to the number of employees you go live with- not anyone you add on after)
Total Recurring Fees (PEPM)	$ 34 PEPM
Total Annual Fees	$ varies based on fluctuating employee count

Please enter totals from the Comprehensive Pricing Sheet (RFP 18-039 Comprehensive Pricing Sheet)

Signature of Authorized Signee: _____

Title: Chief Sales Officer - Midmarket

Date: 09/27/18

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned Chris Phenicie, as Chief Sales Officer - Midmarket
(Enter Name of Person Making Certification) *(Enter Title of Person Making Certification)*

and on behalf of The Ultimate Software Group, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [X] No [ ]

Federal Employer I.D. #: 65-0694077
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
X_ Corporation Delaware April 1996
(State of Incorporation) *(Date of Incorporation)*

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]

The Proposer is eligible to enter into public contracts and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes [X] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public Contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [**X**] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes [**X**] No [ ]

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Company set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Chris Phenicie

Name of Authorized Officer

Chief Sales Office - Midmarket

Title

9/27/18

Date

REFERENCES

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Ultimate Software will be happy to provide references upon being selected as a finalist.

Proposer's Name & Title: Devin Warden

Signature and Date: Devin Warden

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY
$500,000 – Each Accident $500,000 – Policy Limit
$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)
$2,000,000 – Each Occurrence $2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY
$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 28 DAY OF September, 2018

Signature

Authorized to execute agreements for:

Chris Phenicie – Chief Sales Officer – Midmarket
Printed Name & Title

The Ultimate Software Group, Inc.
Name of Company

Please see the attached 2018 Insurance Certificate.

RFP #18-039