



ORDER FORM
Order Type: Quote
Date: 15 Dec, 2023

Quote#: Q-194891
Expires: 31 Mar, 2024
Sales Executive: Nikki Kirkpatrick
Effective Date: Effective as of the date of last signature of this Order

Customer Legal Name:
GREATER ORLANDO AVIATION AUTHORITY

Ship To: GREATER ORLANDO AVIATION AUTHORITY
5850 CARGO RD
ORLANDO, FL 32827 USA

Customer Legal Address:
5850 CARGO RD, ORLANDO, FL 32827 USA

Bill To: GREATER ORLANDO AVIATION AUTHORITY
5850 CARGO RD
ORLANDO, FL 32827 USA

Bill To Contact:

Ship To Contact: Mary Bice

Ship to Phone: 4078252329
Ship to Mobile:
Contact: Mary Elizabeth Bice
Email: mary.bice@goaa.org

Currency: USD
Customer PO Number: POPENDING
Solution ID: 6140828
Initial Term: 60 months
Uplift Percent: 4 %

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

Billing Start Date: 120 Days from the Effective Date
Data Center Location: USA

Subscription Services
Billing Frequency: Monthly in Arrears

Subscription Services		Quantity	PEPM	Monthly Price
UKG PRO PEOPLE CENTER	Non-Compensated Employees	950	USD 9.60	USD 9,120.00
UKG PRO DOCUMENT MANAGER	Non-Compensated Employees	950		INCL
UKG PRO LIMITED ACCESS	Limited Access Employees		USD 1.00	



Subscription Services		Quantity	PEPM	Monthly Price
UKG PRO HR ONLY/GLOBAL EMPLOYEES	HR/Global Employees		USD 4.00	
UKG PRO PEOPLE ANALYTICS WITH PRO WFM DATA	Non-Compensated Employees			INCL
UKG PRO TALENT ACQUISITION	Non-Compensated Employees	950		INCL
UKG PRO RECRUITING	Non-Compensated Employees	950		INCL
UKG PRO ONBOARDING	Non-Compensated Employees	950		INCL
Total Price				USD 9,120.00

Professional Services - Fixed Fee
Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO MILESTONE LAUNCH - Launch Quantity 950	Grouped	1	USD 133,250.00	USD 133,250.00
Total Price				USD 133,250.00

Quote Summary

Item	Total Price
Total Monthly SaaS	USD 9,120.00

Item	Total Price
Total Fixed Fees	USD 133,250.00

Order Notes:

- UKG Pro People Center includes:
- UKG Pro People Center
 - UKG Pro Benefits
 - UKG Pro Data Exchange Services ("UDES")
 - UKG Pro SSO
 - Partners for Life – Training
 - UKG Pro Web Services
 - UKG Pro Career Development

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

Non-Compensated Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the



Applications as set forth herein.

Limited Access Employees: persons with a status of terminated who have access to the UKG Pro portal.

People Center Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.


HR Only/ Global Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.

This order entered into between the Customer and Kronos Incorporated, a UKG company is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

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

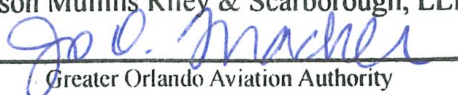
The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

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

GREATER ORLANDO AVIATION AUTHORITY	UKG Kronos Systems LLC
Signature:	Signature:
 <small>DocuSign 1V3Q39J4-4ZRX739X</small>	<small>DocuSigned by:</small> <i>Erica Bukowski</i> <small>03A063ADEBCA41A..</small>
Name:	Name:
Kevin J. Thbault	Erica Bukowski
Title:	Title:
CEO	Sr. Order Processing Analyst
Date:	Date:
Mar 25, 2024	3/12/2024 10:04 AM EDT
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>	

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

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

Approved as to Form and Legality
this 12th day of March, 2024
Nelson Mullins Riley & Scarborough, LLP
By 
Greater Orlando Aviation Authority

UKG Pro Statement of Work for GREATER ORLANDO AVIATION AUTHORITY

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

1. Introduction to Launch

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

Launch Phase	Description
Welcome	This phase involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting, and Subscription Service(s) access.
Requirements	This phase includes discovery interviews with the Customer's subject matter experts from different functional areas of the business. Information gathered enables UKG to understand the current system set up, define requirements for the project, and determine the best fit between the Customer's business requirements and the UKG Subscription Service(s).
Build	This phase is designed to configure Customer's Subscription Service(s), build interfaces, and, if applicable, migrate employee data from the legacy system. This phase also includes unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes the Customer's integration and functional user acceptance testing (UAT) for the applicable Application(s).
Go Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Subscription Service(s) and transition to support.

2. Subscription Service(s) in Scope

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

Subscription Service	Go Live Phase
UKG Pro People Center	Phase 1
UKG Pro Document Manager	Phase 1
UKG Pro People Analytics with WFM Data	Phase 1
UKG Pro Talent Acquisition (Recruiting and Onboarding)	Phase 1

3. Launch Parameters

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

Launch Item	Guidelines
Project Launch and Go Live Phases	<ul style="list-style-type: none"> UKG will support one (1) launch Go Live for each Subscription Service. Additional launch Go Lives, if needed, will require a separate Service Request. The target duration for the Phase 1 Subscription Service(s) launch is four (4) months All Phase 1 launch services end when the agreed upon scope of services is completed or expire six (6) months after the Phase 1 project kick-off date, whichever comes first. Additional services, if necessary to complete the Phase 1 launch, will require a separate Service Request.
Timeline and Pricing	<ul style="list-style-type: none"> Project timeline and pricing assumes the Customer will have established standardized HR, and time policies/practices for employees included within this Order. It is also assumed the services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. Depending upon the preparation and engagement by the Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared

Launch Item	Guidelines
	<p>or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW.</p> <ul style="list-style-type: none"> Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the functionality beyond what is provided by the delivered Subscription Service(s). UKG's quoted pricing does not include the Excluded Items set out in this SOW In the event Customer requires additional UKG interfaces not specified in this SOW, such files will be scoped based upon complexity, delivered after Phase 1 Go Live, and billed at the then current rate. In the event Customer requires custom reports not specified in this SOW, such reports will be created upon Customer request, delivered after Phase 1 Go Live, and billed at the then current rate.
Interfaces and Custom Reports	<ul style="list-style-type: none"> In the event Customer is live and requires additional consulting services, data conversions, or configuration, those services will be scoped based upon complexity and billed at the then current rate. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.
Global Employees	<ul style="list-style-type: none"> The term "Global Employees" applies to employees based outside of the US and Canada Support for Global Employees is limited to services specifically identified within this SOW. Unless specified, no Subscription Service support for Global Employees will be provided under this SOW. UKG Professional Services will be performed from US/Canada and delivered by English-speaking UKG resources. UKG will work with Customer's US/Canada based project team in conjunction with Customer's local project representatives.
Customer Tasks and Communication	<ul style="list-style-type: none"> Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer. All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred.
Travel	<ul style="list-style-type: none"> The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

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

Launch Phase	UKG	Customer	Deliverables
Welcome	<ul style="list-style-type: none"> Review Statement of Work (SOW), contract documents and resource assignments with Customer Facilitate and participate in the kick-off meeting Assist in defining Customer resources and training plan as part of the project plan Provide Customer access to the Subscription Service(s) as contracted in the Order 	<ul style="list-style-type: none"> Validate Statement of Work (SOW), contract documents and resource assignments Share project goals/success criteria with UKG project team Participate in the kick-off meeting Ensure key project resources attend recommended training course(s) throughout implementation 	<ul style="list-style-type: none"> Statement of Work (SOW) and contract documents reviewed and align with those received with the Order Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team Access to the UKG Subscription Service(s) obtained as contracted in the Order

Launch Phase	UKG	Customer	Deliverables
Requirements	<ul style="list-style-type: none"> Lead requirements workshop(s) to aid Customer in gathering business requirements Conduct workshops to define testing strategy Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan 	<ul style="list-style-type: none"> Participate in requirements and testing strategy workshops Gather policy/procedure documentation and business use cases to complete data collection process Describe expected solution, business process(es), and business rules for all employee groups in scope Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines Participate in the documentation of project assumptions, risks, and configuration needs 	<ul style="list-style-type: none"> Requirements workshop(s) delivered enabling the data collection process Testing strategy workshop(s) delivered supporting testing strategy definition Document detailing project assumptions, risks, and configuration needs jointly produced Updated project plan delivered detailing activities and primary milestones of the project
Build	<ul style="list-style-type: none"> Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration Share data mapping process and field specifications with Customer Configure interfaces as defined in this document Supply technical support for UKG network infrastructure 	<ul style="list-style-type: none"> Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration Provide data translations and field mapping defaults for all required fields Supply technical support for system integration/data conversion, system networking and any Customer hardware Review configuration and agree to proceed to Test phase 	<ul style="list-style-type: none"> Unit testing completed and configuration validated for Subscription Service(s) Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields Interfaces are configured and align with those defined in the SOW
Test	<ul style="list-style-type: none"> Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Resolve Customer-reported defects 	<ul style="list-style-type: none"> Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy Report and retest identified defects 	<ul style="list-style-type: none"> User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live	<ul style="list-style-type: none"> Provide production support and post-live support for transition to UKG's Support Services team 	<ul style="list-style-type: none"> Execute manager and end-user training Validate Subscription Service(s) and mutually agree to proceed with Go Live 	<ul style="list-style-type: none"> First live date has been achieved

5. Project Team Composition

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

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

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

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

6. Professional Services and Subscription Service Assumptions

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

Professional Training and User Adoption Services	Assumptions
Training	<p>UKG will:</p> <ul style="list-style-type: none"> • Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	<p>UKG will:</p> <ul style="list-style-type: none"> • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from the Customer to validate system readiness prior to Go Live
Professional Integration Services	Assumptions
UKG Pro Import Tool	<p>UKG will:</p> <ul style="list-style-type: none"> • Provide the Customer with the UKG Pro Import Tool allowing a standard process for importing employee demographic data from a third-party system into UKG Pro. • Via the import tool, manage the processing of transactional updates generated from the third-party system • Via the import tool, Customer-generated transaction files are read, consumed, and run through UKG Pro processes on a predetermined schedule or on-demand as needed. <p>Customer will:</p> <p>Provide source files for the UKG Pro Import Tool in the standard form at specified by UKG (transactions should only be sent on their effective date and file must include changes only and one (1) recorded per transaction type per employee)</p>
Flat-File Integration Templates	<p>UKG will deliver the following integration templates in addition to those already included with Subscription Services. These will be delivered via encrypted flat file through a secure FTP site and processed as a scheduled event:</p> <ul style="list-style-type: none"> • Up to 3 Customer Specific flat file interfaces included
Subscription Services	Assumptions
UKG Pro People Center	<p>UKG will:</p> <ul style="list-style-type: none"> • Review Customer-provided source data to ensure suitability for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro and People Center tables. • Successfully convert the employee masterfile/people data (active employees and current year terminated employees) one (1) time. A successful conversion balances with the source data provided. • Convert data from up one (1) source systems. Additional sources may be used for conversion; however additional fees may apply.. • Provide up to 3 BI custom ad hoc reports. <p>Customer will:</p> <ul style="list-style-type: none"> • Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro People Center tables.
UKG Pro Document Manager	<p>UKG will provide the following predefined functionality:</p> <ul style="list-style-type: none"> • Employee folder structure

Subscription Services	Assumptions
UKG People Analytics with WFM Data UKG Pro Talent Acquisition	<ul style="list-style-type: none"> • HR roles mapped with UKG Pro People Center HR roles • UKG Pro People Center HR data (Employee, Organization and HR User) • Enablement of the Smart Document Generation module • Logo of Customer to UKG Pro Document Manger site Customer will: <ul style="list-style-type: none"> • Create knowledge base articles in its Subscription Service platform UKG will: <ul style="list-style-type: none"> • Deliver People Analytics with WFM Data enabling the Customer to report on Pro data and summarized WFM data side by side using UKG Pro Cognos (this will be deployed directly in production tenant) • Deploy and configure a package in Pro Cognos to access summarized WFM data • Provide detailed documentation including data dictionary • Session with customer to review Data Hub Configuration Portal Support setting up Cognos Roles UKG will support the Customer with configuration of the Application

7. Service Requests

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

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

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

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