



HR, Pay, & Workforce Management

**ORDER FORM**

Quote#: Q-399789  
Expires: 30 Jun, 2026  
Sales Executive: Ryan Hamilton  
Effective Date: Effective as of the date of last signature of this Order  
Division: Midmarket

Order Type: Quote  
Date: 19 May, 2026

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Customer Legal Name:  
CITY OF ANN ARBOR

Ship To: CITY OF ANN ARBOR  
100 N 5TH AVE  
ANN ARBOR, MI 48104-5522 USA

Customer Legal Address:  
100 N 5TH AVE, ANN ARBOR, MI 48104-5522 USA

Bill To: CITY OF ANN ARBOR  
100 N 5TH AVE  
ANN ARBOR, MI 48104-5522 USA

Bill To Contact:

Contact: Kyle Spade  
Email: [kspade@a2gov.org](mailto:kspade@a2gov.org)

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Currency: USD  
Customer PO Number:  
Solution ID: 6192146  
Initial Term: 60 months from Billing Start Date  
Uplift Percent: 5 %

Renewal Term: 12 months  
Payment Terms: Net 30 Days

Billing Start Date: July 1, 2026; unless otherwise stated below.  
Excludes Monthly Billing of Usage Above Minimum.

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Services

Services	Monthly Minimum Quantity	Employee Type	Services Fee Per Employee Per Month	Billing Start Date / Billing Frequency
<b>UKG PRO HR ONLY</b>	2,000	Custom  Parties will identify and designate component companies and/or pay groups for Party designates HR-only group	USD 0.50	July 1, 2026 / Monthly in Arrears
<b>UKG BRYTE ASSISTIVE AI FOR PRO UKG PRO ADVANCED SCHEDULING UKG PRO PEOPLE ANALYTICS WITH PRO WFM DATA UKG PRO TIMEKEEPING HOURLY UKG PRO ABSENCE UKG PRO ACCRUALS UKG PRO LEAVE UKG PRO ATTENDANCE UKG PRO ACTIVITIES UKG PRO WORKFORCE MANAGEMENT DATA HUB PREMIUM</b>	1,850	Compensated Employees	USD 4.50	July 1, 2026 / Monthly in Arrears
<b>UKG PRO PAY AND PEOPLE CENTER UKG PRO PAY UKG PRO PEOPLE CENTER UKG PRO PAYMENT SERVICES UKG PRO CHECK PRINTING UKG PRO BASIC SSO UKG PRO DATA EXCHANGE SERVICES UKG PRO PERFORMANCE REVIEWS UKG PRO RECRUITING UKG PRO SQL ACCESS TOOLS UKG PRO DOCUMENT ACKNOWLEDGMENT TOOL UKG PRO IMPORT TOOL UKG PRO SALARY PLANNING UKG PRO LEARNING UKG PRO ONBOARDING</b>	1,850	Compensated Employees	USD 13.28	July 1, 2026 / Monthly in Arrears
<b>UKG PRO WFM INTEGRATION TO UKG TELESTAFF</b>	328	Fixed	USD 0.00	July 1, 2026 / Monthly in Arrears
<b>UKG PRO HCM NPRD</b>	1	Fixed	USD 1,205.85	July 1, 2026 / Monthly in Arrears
<b>UKG PRO ACA SERVICES</b>	1	Fixed	USD 1,333.45	July 1, 2026 / Monthly in Arrears

Services	Monthly Minimum Quantity	Employee Type	Services Fee Per Employee Per Month	Billing Start Date / Billing Frequency
<b>UKG PRO BENEFITS ADMINISTRATION</b> <b>UKG PRO PERFORMANCE AND COACHING</b> UKG PRO PERFORMANCE REVIEWS UKG PRO SUCCESSION UKG PRO COACHING AND DEVELOPMENT <b>UKG HRSD DOCUMENT MANAGER</b> <b>UKG HRSD PEOPLE ASSIST</b>	1,850	Compensated Employees	USD 1.50	January 1, 2027 / Monthly in Arrears

**Order Notes:**

UKG Launch is based on the Launch Quantity of 2220

The Subscription Fees for the applicable monthly Minimum Quantities are due on the Billing Frequency stated on the Order Form and invoiced sixty (60) days in advance of the Billing Start Date and annual anniversary. To reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity.

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

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

UKG is not implementing the Subscription Services under this Order and Customer is directly contracting with a third party for such implementation. As such, any linked Statements of Work shall not apply to this Order. In the event Customer requires implementation assistance from UKG, the parties shall enter a separate Order for such services.

Effective as of the Billing Start Date, the subscription Fee under the Agreement shall be reduced by \$5.21 per employee per month for the current contracted minimum quantity, which is attributable to UltiPro Time.

Customer wishes to terminate using UltiPro Time only and such termination shall be effective sixty (60) days from the UKG Pro WFM application go live. As of the Billing Start Date, Launch services fees attributable to UltiPro Time, Customer is relieved of its obligations regarding the purchase of UltiPro Time and UKG shall have no further obligation to Customer regarding or relating to UltiPro Time and is released from any obligations or claims regarding same.

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

**GENERAL TERMS:**

This Order is subject to and governed by the terms and conditions of the Master Services Agreement dated on or about the Effective Date of this Order between UKG and Customer, as amended (hereafter "Agreement").

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work ("SOW") located at the following



link, except if an SOW is attached to this Order, then the attached SOW shall control over the link SOW:  
[www.ukg.com/services-descriptions](http://www.ukg.com/services-descriptions)

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Agreement as set forth in the Agreement. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Agreement located at:  
[www.ukg.com/ukg-unified-dpa](http://www.ukg.com/ukg-unified-dpa)

In the event Customer needs Launch services provided by UKG, cost by Service to implement is below, good through 7/1/2027

- o Performance and Coaching - \$20,000
- o Doc Manager - \$8,750
- o People Assist - \$8,750
- o Benefits Administration - \$17,500

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

**CITY OF ANN ARBOR**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ANN ARBOR**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ANN ARBOR**

Signature: \_\_\_\_\_

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Date: \_\_\_\_\_

**CITY OF ANN ARBOR**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**UKG Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The monthly price on this Order Form 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 Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term.