

**Amendment No. 4 to the Agreement between
The Ultimate Software Group, Inc. and
City of Ann Arbor for
Hosted Human Resources and Payroll System**

This Amendment (this "Amendment"), dated as of November 14, 2018 ("Effective Date"), by and between The Ultimate Software Group, Inc. (hereafter "Ultimate Software") and City of Ann Arbor (hereafter "Customer").

WHEREAS, Ultimate Software and Customer entered into a Hosted Agreement for Human Resource and Payroll System with an effective date of November 20, 2006 (hereafter "Hosted Agreement") along with various addenda, supplements, amendments, etc. to same, including without limitation an UltiPro Affordable Care Act Distribution Services Supplement with an effective date of July 1, 2018 (hereafter "ACA Services Supplement") (hereinafter collectively referred to as the "Agreement");

WHEREAS, Ultimate Software and Customer agree to charge an annual flat fee for the ACA Services, as set forth in the ACA Services Supplement; and

NOW, THEREFORE, the Parties have agreed to amend the ACA Services Supplement as follows:

1. Commencing on July 1, 2018, Section 2.A. of the ACA Services Supplement is hereby revised as follows:
 - (I) The Subscription Fee for the ACA Services shall be \$14,500.00 per annum and shall due and payable on the Effective Date of this Supplement and annually thereafter (subject to the increase provision set forth in the Agreement).
 - (II) The annual Subscription Fee of \$14,500.00 is hereby granted for a minimum of 775 Active Employees and a minimum of 400 HR Only Employees.
 - (III) Customer shall notify Ultimate Software of events that permit changes to contractual terms, such as significant (more than 20%) Compensated Employee or HR Only 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 or HR Only Employees so that Ultimate Software can ensure proper configuration of the SaaS environment.

2. All other provisions of the Agreement remain unchanged and are hereby reaffirmed by the Parties.

IN WITNESS WHEREOF, the Parties have hereto by their duly authorized representatives executed this Amendment.

City of Ann Arbor

The Ultimate Software Group, Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: