

AGREEMENT BETWEEN
ULTIMATE SOFTWARE GROUP, INC.
AND
CITY OF ANN ARBOR
FOR
HOSTED HUMAN RESOURCES AND PAYROLL SYSTEM

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("CITY") and, The Ultimate Software Group, Inc., a Delaware corporation, with offices at 2000 Ultimate Way, Weston, FL 33326 ("CONSULTANT"), agree as follows:

The Consultant agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

- A. Administering Unit means Human Resources Services
- B. City Data means any data, information or other materials of any nature whatsoever, provided to Consultant and/or used by the City in the course of implementing and/or using the software applications or services provided by Consultant under the terms of this Agreement.
- C. Contract Administrator means Human Resources Services Director or whomever the Contract Administrator may from time to time designate.
- D. Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement.
- E. Employee for purposes of reporting and invoicing under this Agreement means:
 - i. Active Employees mean persons who receive a check or advice of deposit from UltiPro software at any time during a given month. Each employee will be counted only one time in each month regardless of the number of checks or advices of deposit received by that employee in that month.
 - ii. UTA Active Employees mean persons active or setup as a User of the UltiPro Time and Attendance software at any time during a given month. Each employee will be counted only one time in each month.
- F. Hosting Services means the provision of all necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the hosting facility.
- G. First Live Payroll means the first date when payroll processing commences for an Active Employee to receive a check or advice of deposit from the UltiPro Software.
- H. Project means the Internet-based software application(s) and the related website(s) provided by Consultant to the City on a hosted basis, specifically inclusive of software, support, and hosting services on a subscription basis and as further described in Exhibit A attached hereto.
- I. Subscription Fee means the per Employee cost in connection with Hosting Services payable in accordance with the terms of this Agreement and more specified described in Exhibit B attached hereto.
- J. UltiPro Concurrent Users means the number of backoffice users that can access the system simultaneously. Backoffice users are users who typically administer security, build system level tables and other similar functions.
- K. User/s means an individual person employed by the City who possesses a valid, unique identification number (User ID) and password (Password) with which to access the software application(s).

II. DURATION

This Agreement shall be for a term of five (5) years. The effective date of the Agreement shall be date executed by the City. The initial term of the contract for determining the subscription period shall commence on the date of the First Live Payroll and the Agreement shall remain in effect until five years from the date of the First Live Payroll unless terminated earlier as provided for in this Agreement.

This Agreement may be extended for one additional 1-yr period, at the option of the City, on the same terms and conditions stated in the Agreement. If the City elects to exercise this option, it will provide Consultant ninety (90) days written notice prior to the termination date specified above. Services provided during the extension shall be payable at a rate of three percent (3%) above the initial term annual rate.

III. SERVICES

- A. General Scope: The Consultant agrees to provide services in connection with the use of internet-based software applications(s) and the related website(s) provided by Consultant to the City on a hosted basis and provide all deliverables in connection with the Project as described in Exhibit A ("Services").
- B. Quality of Services: The Consultants standard of service under this agreement shall be of the level of quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator, which shall not be unreasonably withheld.
- C. Compliance with Applicable Law: The Consultant shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations in connection with the use of City Data used by Consultant's software application(s) and Services, including without limitation those related to privacy, electronic communications, and anti-spam legislation.
- D. Location: The Consultant shall provide services to the City at location(s) specified in the Request for Proposal.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Consultant is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Consultant.
- B. The Consultant certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Consultant further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Consultant agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Consultant does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Consultant certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONSULTANT

The Consultant shall be paid for Services under this Agreement at the fee set forth in Exhibit B for implementation, training/support, and annual hosting fees for the specified term of the Agreement. Price includes charges for all Consultant personnel associated with the Project and any other expenses the Consultant expects to incur in performance of Services. City to make payment within thirty (30) days after receipt of invoice for Services and approval by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Consultant may be entitled under this contract.

VI. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this Contract, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
1. Errors and Omission insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes.
 3. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. The City of Ann Arbor shall be an additional insured.
 4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability for each occurrence and for aggregate in the amount of \$1,000,000.
- B. All insurance required by this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all Contracts involving on-site work, the Consultant shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. Crime Coverage: Insurance in an amount no less than \$1,000,000 covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall name the City as loss payee.
- F. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents, and Participating municipalities and their officers, employees and agents, harmless from all suits, claims, judgments and expenses (including attorney's fees) resulting or

alleged to result from any services, acts or omissions by the Contractor or its employees and agents in performing this agreement. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit B
- B. Living Wage. The Consultant agrees to comply with living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing Services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. The Consultant agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code, Exhibit C.

VIII. WARRANTIES BY CONSULTANT

- A. The Consultant warrants that the quality of its services under this agreement shall conform to the level of quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this Agreement. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent consultant or when it has actual notice of any defects in the reports and surveys.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this agreement.
- D. The Consultant warrants that all Deliverables and all electronically transmitted files will be free from viruses, Trojans, back-doors and all other destructive and non-destructive malicious code before submission to the City of Ann Arbor e-mail system.
- E. The Consultant warrants functionality of the Internet-based software application(s) and related website(s) provided to the City on a hosted basis subject to the limitation set forth in Exhibit A.
- F. The Consultant represents and warrants that the services provided under this Agreement will not violate the patent, copyright, or other proprietary rights of any third party.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement.
- B. The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 30 days written notice to the Consultant in accordance with the notice provisions contained in this agreement. If consulting services are terminated for reasons other than the breach of the agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant access to staff and City owned properties, systems and networks with authorized City personnel required to perform the necessary services under the agreement.
- B. The City shall notify the Consultant of any defects in the services of which the City has actual notice.

XI. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of the services without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. NOTICE

All notices and submissions required under the agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Unit, care of the Contract Administrator.

XIII. EXTENT OF AGREEMENT

This agreement, including any exhibits thereto, represents the entire understanding between the City and the Consultant and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

The City's waiver of any term, condition, breach, or default of this contract, shall not be considered to be a waiver of any other term, condition, default, or breach, nor of a subsequent breach of the one waived. Failure of the City to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof.

XIV. OWNERSHIP OF DOCUMENTS AND INFORMATION

The parties acknowledge and agree that Consultant own all right, interest and title in the software application(s) and any modifications thereto including without limitation all copyrights, patents, trademarks, trade secrets and other proprietary rights contained therein. Subject to the terms and conditions of this Agreement, Consultant grants to the City a limited, non-exclusive, non-transferable, term license to access the Consultant's software application(s) via the Internet, strictly for its own internal business operations.

The parties acknowledge and agree that the City owns all right, interest and title to its City Data, in all forms, including but not limited to the City seal. Subject to the terms and conditions of this Agreement, the City grants the Consultant a limited, non-exclusive, non-transferable right to copy, store, record, transmit,

display, view, print or otherwise use the City Data solely to the extent necessary to provide Services to the City and its employees.

The City reserves the confidential, proprietary and intellectual property rights to any and all information, concepts, planning information and data developed specifically for the City or for the provision of Services under this Agreement, to use without limitation, at its sole discretion.

On termination of this Agreement, City Data shall be transferred to the City in accordance with the accepted business continuity plan.

Both parties agree that Consultant is entitled to refer to the existence of this agreement and the fact that the City is a customer of Consultant. The City's name or information may not otherwise be used by Consultant without prior approval.

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

XVI. CONFIDENTIAL INFORMATION

- A. Consultant shall protect the security of and keep confidential all materials, data, and information obtained or produced under this contract. Consultant shall take whatever security measures are necessary to protect all such materials, data, and information from disclosure of loss or damage by any cause, including but not limited to, fire and theft. Consultant shall not disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding the City's web services or network perimeters or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by the City, without the City's prior written approval.
- 1) Confidential Information of the Consultant: It is understood and agreed that the City does not wish to receive from the Consultant any confidential information of the Consultant or of any third party. The Consultant represents and warrants that any formation provided to the City in the course of this contract or performing work under this contract shall not be confidential to the Consultant.
 - 2) Confidential Information of the City: From time to time the City may provide its own confidential business and technical information to the Consultant in connection with the work to be performed by the Consultant. All information or documents are considered confidential and may not be copied; except that copies may be made if necessary to perform work under this contract provided no copies are distributed, and if requested, by the City, all copies are returned to the City and all electronic copies are deleted and wiped from the storage media.
- B. Consistent and/or uncorrected breaches of confidentiality will constitute grounds for cancellation of the contract for cause.

XVII. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Consultant and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

FOR CONSULTANT

Ultimate Software Group, Inc.

By Robert Manne
Its: VICE PRESIDENT

FOR THE CITY OF ANN ARBOR

By John Hieftje
John Hieftje, Mayor
By Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

Approved as to substance

By Roger W. Fraser
Roger W. Fraser, City Administrator

By Carol Schuler
Carol Schuler, Human Resources Director

Approval as to form

Stephen K. Postema
Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. General Provisions

The Consultant agrees to provide software, support and web-based hosting services, inclusive of all materials, equipment and labor necessary to perform the services; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract and Exhibits
RFP No. 638, issued July 11, 2006 and Addenda (if applicable)
RFP Proposal of Consultant, dated July 26, 2006.

The following Exhibit as approved by the Contract Administrator, including any updates or modifications made thereto are specifically incorporated into by reference and made a part of the contract documents:

Implementation Project Plan
HRMS Project Task Definition and Detailed Project Scope
UTA Project Task List and Detailed Project Scope
UltiPro and UltiPro Time and Attendance Implementation Timeline and Phase Milestones

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and supportive services necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

For purposes administration of the various hosted services, the following individuals will act as administrative liaisons when necessary:

Human Resources: Richard Martonchik
Payroll: Karen Lancaster
Information Technology: Kathleen McMahon

Overall contract administration will be handled by the Human Resources Director, or his/her designee. The Contract Administrator may designate at any time during the term of the Agreement an alternate liaison. Notice of such an appointment shall be provided in accordance with the notice provisions of the Agreement.

2. Hosting Services and Responsibilities

Hosting Services consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the hosting facility (herein referred to as the "Hosting Site") The database server, application server, web server and Remote Terminal Services server necessary to run and support the UltiPro Software application from a remote location(s) at minimum for the number of Active Employees and Concurrent Users specified in this Agreement will be located at the Hosting Site. Ultimate will be required during the term of this Agreement to provide, on request, specifics relating to the location of the Hosting Site.

Network connectivity between the City and Ultimate Software's Hosting Site will be provided via the public Internet. The City will be responsible to provide for the specified connectivity between City location(s) and the Internet and Ultimate Software will be responsible to provide for the specified connectivity between the Hosting Site and the Internet. It is expressly understood and acknowledged by the City that Ultimate Software does not guarantee or warrant the quality, speed or uninterrupted availability of the public Internet.

The City agrees that Ultimate Software will have no liability for and the City will not be excused from any of its financial obligations under the Agreement as a result of the quality, speed or interruption of the public Internet communication lines to the Hosting Services. Provided the communication connectivity as described above, Ultimate Software shall provide the City network access to the Hosting Site servers and the UltiPro Software application as needed with support personnel being available as stated under the UltiPro Product Support Services section above.

The chart below outlines certain roles and responsibilities related to each Party. The City acknowledges that Ultimate Software shall perform from time to time certain administrative tasks, such as daily backups, applying software upgrades and releases and preventive maintenance on the computer hardware. The chart includes certain scheduled and non-scheduled maintenance activities. Hosting Services shall include availability to the necessary servers, UltiPro Software application and database information as per this Agreement.

Initial Setup Activities

	CUSTOMER	Ultimate
1) Setup Customer's environment to support the processing of UltiPro	Primary	
a) Personal computers <ul style="list-style-type: none"> • Minimum 128 MB of RAM • Operating System – Windows 2000 Professional or Windows XP Professional • Microsoft Internet Explorer – Version 6x or higher, or the then current supported version • Citrix IE Browser Plugin 		
b) Printers <ul style="list-style-type: none"> i) Ultimate tests and recommends HP-based printers ii) Provide current Windows based print drivers to Ultimate for Citrix server setup 		
Provide for the specified connectivity between the Customer's location(s) and the Hosting Site. Minimum recommended connectivity is 128 KBps		
2) Setup application infrastructure		
a) Contract approval	Primary	
b) Provide licensing for OS-related software (e.g., Microsoft SQL server, Microsoft server, Citrix, etc.)		Primary
c) Determine hardware/software requirements		Primary
d) Implement/Configure hardware/software with OS-related software		Primary
e) Load UltiPro and other application software as required (i.e., Cognos and terminal server)		Primary

Ongoing Activities

	Customer	Ultimate
1) Provide hosting environment infrastructure support		
a) Configure and manage firewall located at Ultimate Software Hosting Center		Primary
b) Configure and manage firewall located at the City	Primary	
c) Provide and maintain virus software		Primary
d) Provide data backup & restore Maintain application recovery procedure Maintain backup procedure Perform daily backups of files (see separate schedule)		Primary
e) Monitor production servers 24 X 7 X 365 based on established thresholds		Primary
f) Conduct capacity planning <ul style="list-style-type: none"> • Track application and network utilization • Forecast growth and the impact on network and application 		Primary
2) Provide ongoing hosting environment maintenance		
a) Maintain IDs & Passwords for: <ul style="list-style-type: none"> • UltiPro via USExplorer • UltiWeb via Siteadmin • Cognos Impromptu and Powerplay 	Primary	Secondary
b) Maintain IDs & passwords for: <ul style="list-style-type: none"> • Citrix; Database; SysAdmin & operator accounts; OS User ID security) 		Primary
c) Provide system maintenance and upgrades for UltiPro and OS		Primary
d) Provide application infrastructure and network infrastructure maintenance		Primary
e) Perform recurring system maintenance daily, 12:01 a.m. to 2:00 a.m. Eastern Time – except Saturdays (customers could be down during this period)		Primary
f) Perform enhancements and upgrades as required on Saturday, 12:01a.m. to 2:00p.m. Eastern Time. (Customers could be down during this period).		Primary
g) Perform emergency maintenance as required provided that Ultimate Software will use best efforts to notify the Customer's point of contact via e-mail. (Customers could be down during this period).		Primary
3) Maintain Customer-side environment	Primary	
a) Maintain PCs, printers, and software		
b) Manage the connectivity between Customer and Ultimate Software		
c) Provide UltiPro Web web-side administration		
4) Notify Ultimate Software of events that permit changes to contractual terms such as number of employees, number of users, etc.	Primary	

Backup Schedule

Day	What	Retention	Location
Monday – Thursday	Full SQL database backup	7 days	Off Site
Friday	Full SQL database backup Selected MetaFrame folders Selected web server folders	4 weeks	Off Site
Monthly	Full SQL database backup Selected MetaFrame folders Selected web server folders System backup	3 months	Off Site

Ultimate Software will make best efforts to publish such changes to the backup schedule above within a reasonable time frame to the Ultimate Software Support Website. It is understood that any changes to the backup schedule will be applicable to all Ultimate Software Customers that are utilizing Hosting Services.

Ultimate Software's Service Level Objective for the Hosting Environment, including but not limited to, access to UltiPro Software Programs (collectively UltiPro and UltiPro Time and Attendance, and more specifically identified below) and Hosting Services and Responsibilities, is to make these services available a minimum of ninety-eight and half (98.5%) percent of the time as measured over any three consecutive months (not to include activities as denoted in 2e-g of "Ongoing Activities Matrix"). In the event all users have no access to the UltiPro HRMS/Payroll system, UltiPro Time and Attendance System and hosting services, these calls will receive the highest priority and Ultimate Software will make every best effort to return these call within one hour.

Ultimate Software shall maintain a National Customer Support Center (NCSC) capable of receiving telephone, fax, modem or internet transmission reports of software irregularities. The City may report software or operator problems and seek assistance in the use of the 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.

3. Software Programs

Hosting services provided under this Agreement shall include the use of the following UltiPro Software Modules:

Payroll Administration	COBRA Compliance	eEmployee Self-Service
Human Resources	FMLA Tracking	eManagement
Benefits Administration	Performance Tracking	eBenefits Enrollment
Recruiting & Staffing	Health & Wellness Tracking	eTraining Schedules & Enrollment
Training Programs	OSHA/Worker's Compensation	eReporting
Standard Reports Library	Enterprise Integration Tools	eEmployee Relations
eAdministration	eStandard Reports	Compensation Management
eSystem Administration	UltiPro Time and Attendance	Training Management
eAppraisal	UltiPro Leave Management	UltiPro Scheduling
ePayroll Modeling	eSalary & Budget	Recruitment
Rapid Pay		

and the following Business Intelligence Tools at the specified user levels:

UltiPro Concurrent Users: 5 concurrent user for first 1,000 Active Employees plus one additional concurrent user for each 200 Active Employees (or portion thereof) in excess of 1,000 Active Employees.

Cognos Impromptu Users: 10 users

Cognos Impromptu Administrator: 4 users

Cognos PowerPlay User: 10 users

Cognos PowerPlay Administrator: 4 users

Cognos Impromptu Web Reports (IWR): 100 users

PowerPlay Enterprise Servicer (also known as PowerPlay Web or PPES): 100 users

Cognos Query (CQ): 15 users

Cognos NoticeCast: 15 users

EXHIBIT B

Price Schedule

Monthly Subscription Fee **\$ 16,200**
\$13.50 per "Active Employee" per Month
Based upon 1,200 Active Employees

The Fee above is quoted on a Per Employee Per Month (herein referred to as "PEPM") basis. The computed monthly subscription amount (number of Active Employees and UTA Active Employees multiplied by the applicable Fee) may increase or decrease if the number of Active Employees or UTA Active Employees increases or decreases. However, in no event will the computed monthly subscription amount to be based on less than 775 active employees and/or 775 UTA active employees.

Both Parties agree that Ultimate Software will have the right to inspect electronically or otherwise the software masterfile(s) database of the City to determine an accurate number of Active Employees and UTA Active Employees.

One-time Infrastructure Fee **\$ 90,000 estimated total**
\$45.00 per "Active Employee" during life of contract
\$35.00 per "Active UTA Employee" during life of contract
Initial Infrastructure Fee for appropriation of hardware, software licensing, environment configuration, and related Services as identified in Exhibit A based on 1,200 Active Employees is inclusive.

Additional One Time Infrastructure Fee will be charged to the City if and when the number of Active Employees exceed the number stated above. Additional One Time Infrastructure Fees will be charged to the City as follows:

To be paid per 100 Active Employees – \$2,500.00 per 100 Active Employees
To be paid per 100 UTA Active Employees – \$3,500.00 per 100 UTA Active Employees

One-Time Implementation Fee **\$200,000 estimated total**
Estimated service hours required = 1,250
Hourly rate = \$160

Optional Services Fees		
Monthly Tax Service Fee (approximation based on 1,200 employees)	\$ 300 estimated total	DELETED m cc
Estimate is based on \$0.25 per employee		
Actual cost to be adjusted based on per employee count		
One-Time Optional Services Implementation Fee		
Tax Filing Processing Services	\$ 2,000	

Regional Classroom Training Fees **\$595/student/day**
Ultimate Software shall provide hands-on training at an Ultimate Software regional classroom training facility and provide a comprehensive agenda for all product training. Training will be facilitated by a trained and knowledgeable instructor. All expenses related to training the employees of the City, such as transportation, hotels, meals, etc., will be the responsibility of the City.

Payment Terms

One Time Infrastructure Fee

This Fee is due upon the Effective Date of this Agreement (Active EE's multiplied by \$40.00 plus Active UTA EE's multiplied by \$35.00)

Subscription Fee -

The Fees is due quarterly and invoiced 30 days in advance of the Quarter based on the number of Active Employees and UTA Active Employees during the month two months prior to the start of the Quarter. The amount due upon the Effective Date of this Agreement is payment for the Quarter commencing on the First Live Payroll Date.

Implementation, Training Fees and Optional Fees

Implementation fees will be paid to Consultant upon completion of the following deliverables at the percentages indicated.

- 30% paid at Contract signing
- 20% paid with the successful completion of data conversion
- 20% paid at first live payroll
- 20% paid when portal is up and functioning
- 10% to be paid at Project Closure

Above percentages based on total implementation costs, which are projected to be \$292,000. Consultant shall prepare detailed invoices for approval of the Contract Administrator consistent with the Deliverables identified above.

Training and other Optional Fees are invoiced as incurred and are due in accordance with Article V of the Agreement.

EXHIBIT C
FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATIONS BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:

- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
- (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
- (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
- (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

EXHIBIT D
LIVING WAGE ORDINANCE EXCERPTS

The Consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.

- (9) "Person" means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$9.68 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$11.21 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2003, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Unit of Health and Human Services for the years 2001 and 2003. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Unit of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Client#: 30082

ULTISO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2006

PRODUCER
Frank Crystal & Co. of FL, Inc
Two Alhambra Plaza
Suite 100
Coral Gables, FL 33134

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
The Ultimate Software Group, Inc.
2000 Ultimate Way
Weston, FL 33326

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:	North River Insurance Co.	
INSURER C:	Vigilant Insurance Co.	20397
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35839993	06/15/06	10/30/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	76542237	06/15/06	10/30/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	5530892895	10/30/06	10/30/07	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71704781	06/15/06	06/15/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A		OTHER Errors or Omissions	35839993	6/15/2006	10/30/2007	6,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**** Workers Comp Information ****
Voluntary Compensation ; Other States Coverage

City of Ann Arbor is named as additional insured, only as respects to the (See Attached Descriptions)

CERTIFICATE HOLDER

City of Ann Arbor
100 North Fifth Avenue
Ann Arbor, MI 48104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

General Liability.

Client#: 30082

ULTISO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2006

PRODUCER Frank Crystal & Co., Inc. Financial Square 32 Old Slip New York, NY 10005	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED The Ultimate Software Group, Inc. 2000 Ultimate Way Weston, FL 33326	INSURER A: National Union Fire Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Crime Bond	9653089	10/30/06	10/30/07	\$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Ann Arbor is named loss payee

CERTIFICATE HOLDER

City of Ann Arbor
 100 North Fifth Avenue
 Ann Arbor, MI 48104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

H. Cleio

IMPORTANT

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