

UKG Dimensions™ Integration Terms of Service

These Terms of Service and any additional terms that may be disclosed to you for this service (“Terms”) is an agreement between you and UKG, Inc. (“UKG”, “us”, “our” or “we”) for your use of the UKG Dimensions™ Integration (“Services”). Any UKG owned services linked to other terms of service are governed by that service’s terms.

These Services are offered at no cost to you. You do not need to use these Services if you do not choose to do so.

By using the Services, you acknowledge that you have read and are legally bound by these Terms. If you do not agree to these Terms, please do not use the Services. We reserve the right to modify or amend these Terms from time to time without prior notice. Your continued use of the Services following the posting of changes to these Terms will mean you accept those changes.

The Services allow data integration from UKG Dimensions™ into certain online productivity tool(s) not created by UKG which are listed in such third party vendor(s) marketplace(s). You must have a separate license to UKG Dimensions™ for these Services to operate with UKG Dimensions™. These Services may only be used in connection with UKG Dimensions™ for your own internal purposes. These Services are not hosted by UKG and these Services are an independent solution from UKG Dimensions. No support is offered for the Services. No service level agreement is offered for these Services. UKG may modify or discontinue the Service at any time.

You are solely responsible for ensuring that any configurations you or UKG makes on your behalf to the Services comply with applicable law.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.

Intellectual Property

UKG owns all title or possesses all intellectual property rights in and to the Services. You have a right to use this Service subject to these Terms. No other use of the technology from the Service is permitted. You are specifically prohibited from reverse engineering, disassembling or decompiling the Service, or otherwise attempting to derive the source code of the Service. You cannot contact third party licensors or suppliers for direct support of the Service. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of any third party supplying the technology as part of the Service, is granted hereunder.

Feedback

“Feedback” means suggestions, ideas, comments, know how, techniques or other information provided to UKG for enhancements or improvements, new features or functionality or other feedback with respect to the Services.

From time to time, Customer may provide Feedback. UKG has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. You hereby grant UKG a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with UKG’s business without any compensation to you or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, nothing in these Terms limits UKG’s right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. UKG NOR ANY OF ITS RESPECTIVE OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS OR ASSIGNEES (COLLECTIVELY, THE “REPRESENTATIVES”) WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICES.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL UKG OR THE REPRESENTATIVES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE SERVICES OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE SERVICES, OR ANY ALLEGED COMPUTER VIRUS PERTAINING TO OR ON THE SERVICES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHEREVER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, OR NEGLIGENCE UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

UKG and the Representatives disclaim any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Services, you acknowledge and agree to UKG's disclaimer of any such liability. If you do not agree, you should not access or use the Services.

Indemnification

You agree to indemnify, defend and hold harmless the UKG and the Representatives from and against any and all losses, damages, liabilities and costs of every nature incurred by any of them in connection with any claim, damage or loss related to or arising out of: your use of the Services, any assistance or services provided by us or the Representatives to you, any alleged unauthorized use of the Services by you, or any breach or alleged breach by you of these Terms. You agree to cooperate fully in the defense of any of the foregoing. We reserve the right, at our own expense, to control exclusively the defense of any matter otherwise subject to indemnification by you and you will not settle any matter without our prior written consent. Your obligation to indemnify, defend and hold harmless shall be limited to the extent that you are afforded sovereign immunity under applicable federal, state or local laws. In such cases where your obligation to indemnify may be limited due to the requirements of federal, state or local laws, you shall be responsible for the ordinary negligent acts and omissions of your agents and employees causing harm to persons not a party to these Terms.

Applicable Law and Jurisdiction

Unless otherwise noted, the Services are controlled and operated from the UKG's offices in the State of Massachusetts. By accessing the Services, you agree to be bound by the terms and conditions of this agreement which is governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to any conflict of laws principles. All activity occurring in connection with the site (including, but not limited to, accessing pages, downloading materials, etc.) is presumed to occur in the State of Massachusetts.

Electronic Communications; Binding and Entire Agreement

You agree that (a) these Terms constitute an agreement "signed by you" under applicable law; (b) any notices or other communication regarding your use of the Services may be provided to you electronically (by posting on the website, by email, and other electronic formats) and will be considered received upon posting or other distribution. These Terms constitute the entire agreement between you and UKG and supersede all other agreements, oral or written, concerning its subject matter. You consent to the use of the English language in these Terms and all documents or notices relating to them and your use of the Services.

Severability

If any of these Terms is determined to be invalid, void or unenforceable for any reason, then the unenforceable provision will be deemed amended in a manner that will most nearly carry out the intent of the provision to the fullest extent permitted by applicable law or deleted if amendment is not possible, and the remaining Terms will be enforceable to the fullest extent permitted by law.

No Waiver

UKG's failure to enforce these Terms in every instance in which they might apply is not a waiver of any of UKG's rights, and UKG reserves its right to take all legal steps available to enforce these Terms. Termination will result in cancellation of all rights of access and use of Services.

Termination of Services and Survival

We reserve the right to terminate any of the Services at any time without notice for any reason, including without limitation for misuse of the Services in any way or inappropriate, unlawful, or unsafe behavior, as determined in our sole discretion. The Disclaimer of Warranties and Limitation of Liability, Indemnification, Release and Applicable Law and Jurisdiction provisions of these Terms and Conditions shall survive any such termination. If these Terms expire or are terminated for any reason, the provisions which by their nature should continue after termination, such as, Intellectual Property Rights, Applicable Law and Jurisdiction and Severability.

Contact

If you have questions about these Terms and Conditions, please contact us at:

General Counsel

UKG Inc.

900 Chelmsford St

Lowell, MA 01851