

COBB COUNTY, GA

Contract #18220 and 18221

for

Workforce Management Systems and Related Products,

Services and Solutions

with

Kronos Incorporated and Kronos SaaSr, Inc.

Effective: March 18, 2019

The following documents comprise the executed contract between the Cobb County, GA, Kronos Incorporated and Kronos SaaS, Inc., effective March 18, 2019:

- I. Vendor Master Agreement Reference No. 18220 and 18221 and Signature Form
- II. Kronos Terms and Conditions for Participating Public Agencies
– Exhibit A (022019)
- III. Kronos SaaS, Inc. Terms and Conditions for Participating Public Agencies – Exhibit A (092018)
- IV. Supplier's Response to the RFP and General Attachments, incorporated by reference

Reference No. 18220

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

Description: **WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #18-6390** ("the RFP") and the Contractor's Proposal submitted September 27, 2018 which is incorporated herein by reference. Contractor understands and agrees that insurance required in the Request for Proposals are to be kept current at all times through the length of each term and for ninety (90) days following the completion of each term. Insurance must be renewed and presented to the Owner at the time of each renewal term if Owner chooses to renew. Insurance shall be written by a firm acceptable to the Owner as specified in the Request for Proposals.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE: Contractor agrees to enter into the U.S. Communities Administration Agreement that is included in the RFP and the memorandum of understanding with U.S. Communities ("Administration Agreement"). Any Public Agency, as defined in the Administration Agreement, may purchase Products and Services at the prices indicated in the Contractor's Proposal upon prior registration with U.S. Communities, and in accordance with the terms of the Administration Agreement.

Terms: **March 18, 2019 to March 17, 2022** with full renewal options per the Request for Proposals. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this agreement. Orders executed with public entities in the state of Georgia shall be in compliance with multi-year contract provisions of O.C.G.A. Section 36-60-13. The products and services which are subject to this Master Agreement are also covered by the applicable Contractor commercial service or maintenance terms and conditions incorporated as Appendix A. The term of the Commercial service or maintenance terms and conditions shall be governed by that applicable order and may extend beyond the expiration date of this Master Agreement. In the event of conflicting language between the Terms and Conditions of the Master Agreement, including the RFP, and the terms and conditions contained in Appendix A, the Master Agreement shall prevail.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

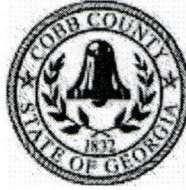
Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

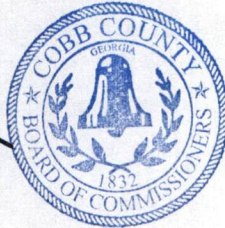
2-12-2019



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Michael H. Boyce, Chairman
Cobb County Board of Commissioners



3-5-2019

Date

Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

Authorized Signature

Chief Revenue Officer

Title

2/25/19

Date

FEDERAL TAX ID NUMBER

04-2640942

Approved as to form

County Attorney's Office

3/4/19

Date

Reference Number	
Reference Depart.	Purchasing Department

Reference No. 18221

 Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Kronos SaaS, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Description: **WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #18-6390** ("the RFP") and the Contractor's Proposal submitted September 27, 2018 which is incorporated herein by reference. Contractor understands and agrees that insurance required in the Request for Proposals are to be kept current at all times through the length of each term and for ninety (90) days following the completion of each term. Insurance must be renewed and presented to the Owner at the time of each renewal term if Owner chooses to renew. Insurance shall be written by a firm acceptable to the Owner as specified in the Request for Proposals.

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Terms: **March 18, 2019 to March 17, 2022** with full renewal options per the Request for Proposals. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this agreement. Orders executed with public entities in the state of Georgia shall be in compliance with multi-year contract provisions of O.C.G.A. Section 36-60-13. The products and services which are subject to this Master Agreement are also covered by the applicable Contractor commercial service or maintenance terms and conditions incorporated as Appendix A. The term of the Commercial service or maintenance terms and conditions shall be governed by that applicable order and may extend beyond the expiration date of this Master Agreement. In the event of conflicting language between the Terms and Conditions of the Master Agreement, including the RFP, and the terms and conditions contained in Appendix A, the Master Agreement shall prevail.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

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IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

2-12-2019



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

3-5-2019

Date



Kronos SaaShr, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Authorized Signature

President

Title

2/25/19

Date

FEDERAL TAX ID NUMBER

45-0474844

Approved as to form

County Attorney's Office

3/4/19

Date

Exhibit A

KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES
(022019)

KRONOS TERMS

A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS INCORPORATED, AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

- SECTION A: [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.
- SECTION B: **TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES.** This Section apply for all transactions except Workforce Ready and the Workforce Central SaaS offering (not including the professional and educational services governed by this Section).
- SECTION C: [CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS](#) . This Section applies only for transactions that involve Kronos hosting for Software licensed under Section B and identified as CLOUD. For renewal of the Cloud Services only.
- SECTION D: [KRONOS WORKFORCE CENTRAL SAAS TERMS AND CONDITIONS](#). This Section applies only for Workforce Central transactions in a SaaS environment (except for the related professional and educational services see Section B)
- SECTION E: [KRONOS ADDENDUM WORKFORCE TELESTAFF IVR SERVICE](#). This Section applies to the Workforce Telestaff IVR service.
- SECTION F: [KRONOS HEALTHCARE EXTENSION WITH THE WORKFORCE CENTRAL SAAS](#). This section applies to the Healthcare Extension ordered with the Workforce Central SaaS.
- SECTION G: [KRONOS HEALTHCARE EXTENTION WITH THE APPLICATION HOSTING](#). This section applies to the Healthcare extension ordered with the Kronos Application Cloud services.
- SECTION H: [BUSINESS ASSOCIATED AGREEMENT](#). This Section applies with the services ordered under Sections G, H and K.
- SECTION I: [CLOUD SERVICES FOR EXTENSION APPLICATION](#). This Section applies with the Sections G and H.
- SECTION J: [CLIENT PARTNERSHIP SERVICES](#). This Section applies to the client Partnership services ordered by Healthcare Customers.
- SECTION K: [KRONOS WORKFORCE DIMENTIONS TERMS AND CONDITIONS](#). This section applies to the Workforce Dimension Services ordered by Customers.

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by Kronos Incorporated ("Kronos") from an eligible Participating Public Agency ("Customer") for all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition, the following sections apply for the specific offering referenced:

- (i) Section B shall apply to the Software licenses and purchased Equipment, support services, and professional and educational services,
- (ii) Section C shall apply to the Hosting Services purchased in connection with certain Software licensed under Section B,
- (iii) Section D shall apply to the Workforce Central Saas Orders;
- (iv) Section E shall apply to Workforce Telestaff IVR ordered to Kronos;
- (v) Section F shall apply to the Kronos Healthcare Extension order;
- (vi) Section G shall apply to the Healthcare Extension ordered with the Kronos Application Cloud services;
- (vii) Section H shall apply with the services ordered under Sections F, G and J.;
- (viii) Section I shall apply with the Sections F and G.
- (ix) Section J shall apply to the client Partnership services ordered by Healthcare Customers.
- (x) Section K shall apply to the Workforce Dimension orders.

All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

This Agreement shall be governed by the state law in which Customer is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain Kronos prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services or other charges hereunder,

including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on Kronos net income or business privilege.

6. TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all pre-approved, reasonable and necessary travel incurred by Kronos in the performance of its obligations under this Agreement provided that such travel complies with the then current Kronos Travel and Expense Policies (such policies are available upon request) or such other mutually agreed policies or mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

7. GENERAL

(a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

(b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

(c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES,
AND EDUCATIONAL AND PROFESSIONAL SERVICES

This Section B applies to Software licensed, Equipment purchased, support services for Software and Equipment, and educational and professional services, when such items are identified on the Order which expressly references this Agreement.

1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered.

2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Section B.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section B. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

8. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with requirements of federal and state law where applicable. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

9. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis and described in a statement of work. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by both parties.

(b) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's remedy and Kronos' liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(c) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

10. SOFTWARE SUPPORT SERVICES

The following terms and conditions shall govern the Software support services provided by Kronos to Customer.

10.1 SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

10.2 TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service may be renewed for additional one (1) year terms on the anniversary date of its commencement date by mutual written agreement of the parties or by Kronos sending Customer an invoice for the applicable renewal term and Customer paying such invoice prior to the commencement of such renewal term. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

10.3 GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' pricing set forth in this Agreement.

(ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.

(iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Section B at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software.

10.5 PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

10.6 ADDITION OF SOFTWARE

Additional Software purchased by Customer as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to the Support Services at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition as per the Order.

10.7 RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

10.8 DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

10.9 WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

11. EQUIPMENT SUPPORT SERVICES

The following terms and conditions shall govern the equipment support services provided by Kronos to Customer. Kronos and Customer hereby agree that Kronos shall provide depot equipment repair support services ("Depot Support Services") for Customer's Kronos Equipment ("Product(s)") specified on an Order Form to and from locations within the United States and Puerto Rico pursuant to the following terms and conditions:

11.1 TERM

Equipment Support Services for the Product(s) have a term of one (1) year commencing upon the expiration of the applicable warranty period, as specified in this Section B. Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date") by mutual written agreement of the parties or by Kronos sending Customer an invoice for the applicable renewal term and Customer paying such invoice prior the commencement of such renewal term. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee to the extent consistent with the pricing set forth under the Agreement.

11.2 PAYMENT

Customer agrees to pay the Support Charges for the initial term as set forth on the Order Form for each Product listed. Customer agrees that all Products of the same type that are owned by the Customer, including without limitation Customer's "Spare Products" (as defined below), will be subject to this Agreement. Customer agrees that if Customer purchases, during the term of this Agreement, any Products of the same type as those specified on an Order Form, such additional Products shall be subject to this Agreement. Customer agrees to pay a prorated fee for such additional Products and agrees to pay the full annual fee for such additional Products, upon the renewal date.

Kronos will invoice Customer for the annual Support Charges each year in advance of the Renewal Date. Customer will pay Kronos within thirty (30) days of receipt of invoice.

11.3 DEPOT SUPPORT SERVICE DESCRIPTION

Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and can be found at <https://customer.kronos.com/contact/contact-phone.aspx> and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (b) below) are included in both Depot Exchange and Depot Repair Support Services.

(i) *Depot Exchange*: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(ii) *Depot Repair*: Upon failure of installed Equipment, Customer shall install a Spare Product to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Kronos shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. Kronos shall ship the repaired Equipment by regular surface transportation to Customer. Kronos warrants that all repairs performed under the Agreement shall be performed in a professional and competent manner. In the event of a breach of this warranty, the exclusive remedy of Customer and sole liability of Kronos shall be replacement of the repaired Equipment.

11.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION

If Customer purchase the Equipment service packs support, Kronos manufactured terminals specified on an Order, Customer shall be entitled to receive:

- (i) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and
- (ii) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos.

Kronos warrants that all service packs and firmware updates provided under this Agreement shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

11.5 RESPONSIBILITIES OF CUSTOMER

Customer agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Customer. In addition, Customer agrees to:

- (a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;
- (b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- (c) Ensure that the Product(s) are returned to Kronos properly packaged; and

(d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Product authorized by Kronos when issuing the RMA.

11.6 SUPPORT EXCLUSIONS

Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

- (a) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- (b) Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- (c) Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- (d) Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- (e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- (f) Customer's repair, attempted repair or modification of the Products.

Professional services provided by Kronos in connection with the installation of any Software or firmware upgrades, if available, and if requested by Customer, are not covered by Depot Support Services. Firmware (including equipment service packs) which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Customer is maintaining the Product under an annual Depot Support Services plan with Kronos.

11.7 WARRANTY

(a) Depot Repair and Exchange warranty: Kronos warrants that all repairs performed under this Section B shall be performed in a professional and competent manner.

(b) Services Pack support Warranty: Kronos warrants that all service packs and firmware updates provided under this Section B shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

11.8 LIMITATION OF REMEDIES

To the extent permitted by law, the remedy of Customer and liability of Kronos shall be replacement of the repaired Product.

12. KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

13. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled.

14. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.kronos.com> and each session has the Training Points value indicated. Training Points are invoiced when used by the Customer. Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

Term of Subscription: The annual KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

The KnowledgePass Subscription is available when the Customer subscribe on annual basis.

Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

17. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR i) KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; (II) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY'S EMPLOYEES, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

18. TERMINATION OF ORDER FORM OR SOW

(a) Termination for breach. For any breach of this Agreement by Kronos in relation with that Customer which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this the Order Form or applicable SOW upon thirty (30) days prior written notice to Kronos, provided Kronos has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity subject to the terms of this Agreement.

(b) Termination for non-appropriation of funds. Should the funding for the services ordered by Customer be discontinued, Customer shall have the right to terminate the Order Form relating to such services ordered upon a 30 days written advance notice to Kronos. In such event, the Customer agrees to pay for the products delivered and the services performed under the terms of the Agreement prior to the receipt by Kronos of the termination notice.

**SECTION C
CLOUD APPLICATION HOSTING
SUPPLEMENTAL TERMS AND CONDITIONS**

These terms and conditions apply to the cloud services which are identified in the Pricing as the Cloud in the Pricelist Name.

These Application Hosting Supplemental Terms and Conditions are applicable for hosting services ordered by Customer for Kronos Software licensed under Section B of this Agreement.

1. DEFINITIONS

“**Acceptable Use Policy**” means the Kronos policy describing prohibited uses of the Cloud Services as further described at: <https://www.kronos.com/policies/acceptable-use>

“**Application(s)**” means those Kronos software applications set forth on the applicable Order Form (or a schedule to the Order Form if Customer is only hosting a portion of the Applications for which Customer has a perpetual license) and which are made accessible to Customer for use in the Kronos Private Cloud under the terms of this Section C.

“**Billing Start Date**” means the date on which billing for the Cloud Services will commence, as indicated on the Order Form.

“**Cloud Services**” means access to the password protected customer area of the Kronos Private Cloud and those services related thereto, all as further described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

“**Customer Content**” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Kronos Private Cloud.

“**Initial Term**” means the initial billing term of the Cloud Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Cloud Services prior to the commencement of the Initial Term.

“**Monthly Services Fee(s)**” means the monthly fees described in the applicable Order Form.

“**Order Form**” means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos, including without limitation the prices and fees to be paid by Customer.

“**Personally Identifiable Data**” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“**Production Environment**” means the environment established for Customer's daily use of the Applications in a live environment throughout the Term.

“**Renewal Term**” means the renewal billing term of the Cloud Services as indicated on the Order Form.

“**SLA(s)**” means a service level agreement offered by Kronos for the Production Environment and attached to this Section C as **Exhibit A** which contains key service level standards and commitments that apply to the Kronos Private Cloud.

“**SLA Credit**” means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages or interruptions in the delivery of the Cloud Services that result in a failure to meet the terms of the applicable SLA.

“**Supplier**” means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Cloud Services. Kronos may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Cloud Services delivered by Kronos under this Agreement.

“**Temporary Environment**” means a transient, non-production environment created to serve limited purposes for a limited time period, and identified on the applicable Order Form as a Temporary Environment.

“**Term**” means the Initial Term and any Renewal Terms.

2. CLOUD SERVICES AND TERM

2.1 During the Term, Kronos will provide the Cloud Services for the Applications. Unless the Order Form indicates that the Applications are to be implemented in a Temporary Environment, the Applications will be deemed to be implemented in a Production Environment.

2.2 Billing for the Cloud Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Cloud Services shall automatically renew for an additional Renewal Term until either party provides notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Term.

2.3 Kronos may suspend or terminate the Cloud Services upon notice in the event of any breach by Customer of this Section C if such breach is not cured within thirty (30) days of the date of Kronos' written notice. No interruption shall be deemed to have occurred during, and no credits shall be owed for, any authorized suspension of the Cloud Services.

2.4 Customer may terminate the Cloud Services by written notice at any time during the term of the Section C if Kronos materially breaches any provision of this Section C, and such default is not cured within thirty (30) days after receipt of written notice from Customer. In the event of such termination by Customer, Customer shall pay Kronos within thirty (30) days all fees then due and owing for the Cloud Services prior to the date of termination.

2.5 Customer may terminate any or all of the Cloud Services for convenience on no less than ninety (90) days prior written notice to Kronos. In the event of termination of any of the Cloud Services by Customer for convenience or by Kronos for cause during the Initial Term, Customer will pay to Kronos any out of pocket expenses incurred by Kronos in terminating the Cloud Services plus an early termination fee based on the following calculation: one (1) month of the then-current Monthly Services Fees for every twelve (12) month period (or portion thereof) remaining in the Initial Term. By way of example only, if Customer terminates the Cloud Services for convenience with fifteen (15) months remaining in the Initial Term, Customer will be responsible to pay Kronos two (2) months of the then-current Monthly Services Fees.

2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.

2.7 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

3. CLOUD SERVICES, FEES AND PAYMENT

3.1 In consideration of the delivery of the Cloud Services, Customer shall pay Kronos the Monthly Services Fee for such Cloud Services as defined in the applicable Order Form. The Monthly Services Fee shall commence on the Billing Start Date and will be invoiced on the "Billing Frequency" indicated on the Order Form. When billed annually in advance, Kronos will invoice Customer an amount equal to twelve (12) months of the Monthly Services Fees for the Cloud Services annually in advance for each year during the Term commencing on the Billing Start Date. The Billing Start Date for the Monthly Service Fees for any Cloud Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Cloud Services shall be the date the applicable Order Form is executed by Kronos and Customer.

3.2 All fees payable for the Cloud Services shall be sent to the attention of Kronos as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Cloud Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege. Customer may be required to purchase additional Cloud Services to address infrastructure requirements as released by Kronos for a new version of a particular Application.

3.3 If any amount owing under this or any other agreement for Cloud Services is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Cloud Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Cloud Services.

3.4 At the commencement of each Renewal Term, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the invoice following the effective date of such increase without additional notice. Customer may be required to purchase additional Cloud Services to address increased infrastructure requirements for a new version of a particular Application as released by Kronos. Any additional Cloud Services will be set forth on an Order Form to be mutually agreed upon by Customer and Kronos.

4. ACCEPTABLE USE

4.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Cloud Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Cloud Services.

4.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Cloud Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.

4.3 Customer will not (a) use, or allow the use of, the Cloud Services in contravention of the Acceptable Use Policy.

4.4 Kronos may suspend the Cloud Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

5. MAINTENANCE

Monthly Service Fees are in addition to the fees Customer pays for annual maintenance and support under the License Agreement. Customer must maintain the Software under an active maintenance plan with Kronos throughout the Term. If Kronos, its Suppliers,

or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair access to the Kronos Private Cloud, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary.

6. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Cloud Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

7. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Kronos Private Cloud (including any and all related hardware, software, third party services and related equipment and components required for access); and (b) provide Kronos and Kronos' representatives with physical or remote access to Customer's computer and network environment as mutually agreed upon may be reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

8. indemnification

8.1 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that: (a) employment-related claims arising out of Customer's configuration of the Cloud Services; (b) Customer's modification or combination of the Cloud Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

8.2 The Kronos Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

9. SERVICE LEVEL AGREEMENT

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE CLOUD SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

10. LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE LICENSE AGREEMENT, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL CLOUD SERVICES (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

11. DATA SECURITY

11.1 As part of the Cloud Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to

Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Cloud Services and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Cloud Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

EXHIBIT A OF SECTION C

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Applications, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Cloud Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Cloud Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

1. Customer will choose one of the following time zones for their Maintenance Period:
 - a. United States Eastern Standard Time,
 - b. GMT/UTC,
 - c. Central European Time (CET) or
 - d. Australian Eastern Standard Time (AEST).
2. Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
3. Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
4. Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
5. Excluding any customer requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.

6. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and Kronos.
7. In absence of instruction from Customer, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

Kronos anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Cloud Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Customer must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Cloud Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Cloud Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION D
KRONOS WORKFORCE CENTRAL - SOFTWARE AS A SERVICE (SAAS) TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section D shall apply to the Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

1. DEFINITIONS

"Acceptable Use Policy" means the Kronos policy describing prohibited uses of the Services as further described at: <https://www.kronos.com/policies/acceptable-use>

"Agreement" means the terms and conditions of Section D and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Cloud Services" means those services related to Customer's cloud environment as further described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services or Applications.

"Equipment" means the Kronos equipment specified on an Order Form.

"Implementation Services" means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as "a la carte" services (supplemental fixed fee, fixed scope services) or "bill as you go" services (time and material services described in a Statement of Work), Kronos will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: www.kronos.com/products/workforce-central-saas/implementation-guidelines.aspx. Implementation Services may also be provided as set forth in Section B.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"KnowledgePass Content"/"KnowledgePass Education Subscription" have the meanings ascribed in Section 7.5.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Statement of Work", **"SOW"**, **"Services Scope Statement"** and **"SSS"** are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Kronos and Customer and set forth as "bill as you go" services on the Order Form.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

"Training Points" has the meaning ascribed to it in Section 7.6 below.

2. TERM

2.1 Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew each year for an additional Renewal Term until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon sixty (60) days prior written notice subject to Customer's payment for services performed. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for Services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

(c) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Kronos offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). If Customer and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If Kronos is providing Implementation Services in accordance with the Services Implementation Guideline or as "a la carte" services on the Order Form, Kronos will invoice Customer for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other Kronos offerings will be invoiced upon execution of the applicable Order Form by Kronos and Customer. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. All payments shall be sent to the attention of Kronos as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

3.3 At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at http://www.redhat.com/licenses/jboss_eula.html Customer acknowledges that execution of separate third party agreements may be required in order for Customer to use certain add-on features or functionality, including without limitation tax filing services.

4.2 Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees or users, as the case may be. Customer may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder.

4.3 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.5 When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Customer of any professional obligation concerning the preparation and review of any reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy.

5.4 Kronos may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation Services. Kronos will provide the Implementation Services to Customer. Implementation Services described in a SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a fixed fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, Kronos will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kronos will be billed as delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and work flows that Kronos obtains from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that Kronos is required to travel to Customer's location during the implementation, travel expenses shall be set forth in accordance with Section 6 Exhibit A. Kronos shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.

7.2 Additional Services. Customer may engage Kronos to provide other services which may be fixed by activity ("a la carte") or provided on a time and materials basis ("bill as you go") as indicated on the applicable Order Form.

7.3 Support. Kronos will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the Kronos Customer Portal. As part of such support, Kronos will make updates to the Services available to Customer at no charge as such updates are released generally to Kronos' customers. Customer agrees that Kronos may install critical security patches and infrastructure updates automatically as part of the Services. Kronos' then-current Support Services Policies shall apply to all Support Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

7.4 Support Services for Equipment. Provided Customer has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

(a) Customer may select, as indicated on an Order Form, an Equipment Support Services option offered by the local Kronos entity responsible for supporting the Equipment if and as such offerings are available within the Kronos territory corresponding to the Equipment's location. Kronos shall provide each Equipment Support Services offering as specified herein.

(i) **Depot Exchange and Depot Repair.** If Customer has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

Depot Exchange: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

Depot Repair: Upon failure of installed Equipment, Customer shall install a Spare Product (as defined below) to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Kronos shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. Kronos shall ship the repaired Equipment by regular surface transportation to Customer.

(ii) **Device Software Updates Only.** If Customer has selected Device Software Equipment Support Services, Customer shall be entitled to receive:

(A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal. Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos.; and

(B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) **Warranty.** Kronos warrants that all service packs and firmware updates provided under this Agreement shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

(c) **Responsibilities of Customer.** It is Customer's responsibility to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Customer to replace failed Equipment at Customer's locations in order for Customer to continue its operations while repairs are being performed and replacement Equipment is being shipped to Customer. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Customer agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to Customer. In addition, Customer agrees to:

(i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;

(ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;

(iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;

(iv) Ensure that the Equipment is returned to Kronos properly packaged; and

(v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Equipment authorized by Kronos when issuing the RMA.

(d) **Delivery.** All domestic shipments within the United States are FOB Destination to/from Customer and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments from Kronos to Customer are DAP (Incoterms 2010) to the applicable Customer location, and are DDP (Incoterms 2010) to the applicable Kronos Depot Repair Center when Customer is shipping to Kronos. Customer is responsible for all duties and taxes when sending Equipment to Kronos.

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is purchased on an Order Form, Kronos will provide Customer with the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Kronos (the "KnowledgePass Content"). Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use. Customer may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of training kits solely for Customer's internal use.

7.6 Training Points. "Training Points" which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Training Points may be redeemed only during the Term at any time no more than twelve (12) months after the date of the applicable Order Form, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other Kronos products or services.

7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: www.kronos.com/products/workforce-central-saas/training-guidelines.aspx Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

7.8 Technical Account Manager. Customers purchasing a Kronos Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos training for the Applications covered under this Agreement at Customer's expense.

8. Customer content

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

9.1 Rented Equipment. The following terms apply only to Equipment Customer rents from Kronos:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 Purchased Equipment. The following terms apply only to Equipment Customer purchases from Kronos:

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit D-1 and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE or INTERRUPTION OF the SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF the APPLICABLE service level agreement, SHALL BE THE REMEDIES PROVIDED IN exhibit D-1.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the Equipment nor any results to be achieved therefrom.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third

party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 Except as specifically provided in this agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the services or by any errors, delays, interruptions in transmission, or failures of the Services.

14.2 Except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the Services in the twelve (12) month period immediately preceding the date in which such claim arises.

14.3 except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries, misdeliveries or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage.

14.4 Except with respect to liability arising from Kronos' gross negligence or willful misconduct, Kronos disclaims any and all liability, including without limitation liability related to a breach of data security and confidentiality obligations, resulting from any externally introduced harmful program (including without limitation viruses, trojan horses, and worms), Customer's Content or applications, third party unauthorized access of Equipment, SaaS Applications or systems, or machine error.

EXHIBIT D-1

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

- Customer will choose one of the following time zones for their Maintenance Period:
 - United States Eastern Standard Time,
 - GMT/UTC,
 - Central European Time (CET) or
 - Australian Eastern Standard Time (AEST).
- Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
- Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
- Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
- Excluding any customer requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.
- Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and Kronos.

7. In absence of instruction from Customer, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

Kronos anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

Kronos will provide Customer with an Application Availability report on a monthly basis for each prior calendar month. Within sixty (60) days of receipt of such report, Customer must request the applicable Service Credit by written notice to Kronos. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION E
KRONOS ADDENDUM
WORKFORCE TELESTAFF IVR SERVICE
(Licensed or User based)

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to the Workforce Telestaff IVR service ("Workforce Telestaff IVR"), a service of Aspect Software Inc., which Kronos is authorized to resell. The Workforce Telestaff IVR service can be ordered either on a licensed basis (in which case Workforce Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Workforce Telestaff IVR License Per Port") or on a per minute basis ("Workforce Telestaff IVR Service"). The applicable designation for Workforce Telestaff IVR will be indicated on the applicable Order Form..

Description. Workforce Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Customer may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."

Maintenance. Workforce Telestaff IVR maintenance will entitle Customer to Workforce Telestaff IVR phone support and software updates and shall commence upon Order execution. For Usage Based Workforce Telestaff IVR, maintenance will be provided at the same level of support as Customer's Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, Customer must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).

Implementation. To initiate and setup administration of the required communications, Kronos will perform the standard implementation of Workforce Telestaff IVR, including configuration, as described in the Statement of Work ("SOW") signed by the Customer. Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.

Payment. Kronos will invoice Customer for the Workforce Telestaff IVR implementation/configuration professional services fees set forth in the applicable SOW and Order Form, pursuant to the Agreement and on the payment terms set forth therein. Kronos will invoice Customer as follows: (i) for the license fees and annual maintenance associated with the Licensed Based Workforce Telestaff IVR as indicated on the Order Form; or (ii) each month in arrears for the Usage Based Workforce Telestaff IVR usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.13 per minute. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

Customer will pay invoices issued by Kronos hereunder within thirty (30) days of receipt.

Restrictions on Workforce Telestaff IVR Services; Additional Responsibilities. Customer agrees that Workforce Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Kronos shall have no liability for any delays, failures or unavailability of Workforce Telestaff IVR due to transmission or other delays, errors or problems beyond Kronos' control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Workforce Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the Acceptable Use Policy found at: <https://www.aspect.com/acceptable-use-policy> and Customer agrees that it shall be liable for all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Workforce Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

Workforce Telestaff IVR Security. The Workforce Telestaff IVR service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Customer and its employees through Workforce Telestaff IVR, and ii) all associated data, is found at: <https://www.aspect.com/privacy-policy>, under the heading "Information Security."

Renewal and Termination. The initial Term is twelve months. At the expiration of the initial Term, the Term shall automatically renew on a month-to-month basis until terminated in accordance with the provisions hereof. At any time: (i) Customer may terminate the Workforce Telestaff IVR service for convenience upon thirty (30) days prior written notice, and (ii) Kronos may terminate the Workforce Telestaff IVR service for convenience upon one hundred and twenty (120) days prior written notice. Kronos may increase the per minute rate upon renewal with sixty (60) days prior written notice for use based Workforce Telestaff IVR.

SECTION F
WFC Extensions for Healthcare Terms and Conditions
to
Section D (Workforce Central Software as a Services Terms and Conditions)

This WFC Extensions for Healthcare addendum of supplemental terms and conditions (the "**Section F**") is entered into by and between Kronos and Customer and shall supplement the Agreement. Capitalized terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement.

WHEREAS, Kronos and Customer entered into an agreement governing the provision of Kronos' Workforce Central Software as a Service in Section D offering (the "**SaaS Agreement**") pursuant to which Customer acquires Cloud Services for certain Applications to be used by Customer in the "**Kronos Private Cloud**" or "**KPC**;

WHEREAS, Customer desires to acquire from Kronos the Extensions for Healthcare Application(s) (i.e., Workload Manager for Healthcare; Target Intelligence for Healthcare; and/or Forecast Manager for Healthcare, as such Applications set may be updated from time to time) (collectively, the "**Extension Applications**") to be used and managed in Kronos Private Cloud and in accordance with this Section F Terms and Conditions and Section D, SaaS Agreement;

WHEREAS, Kronos agrees to host and manage the Extension Applications in the Kronos Private Cloud for the benefit of Customer and in accordance with this Section F and the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the parties agree as follows:

Customer and Kronos agree that the terms and conditions set forth herein shall only apply to the Extension Applications in Kronos' Private Cloud, and the services related thereto. The Extension Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos Private Cloud. Notwithstanding any provision in the Agreement or any prior Statement of Work signed by the parties for the Cloud Services to the contrary, the terms and conditions of this Section F shall apply to the Extension Applications hosted by Kronos in the Kronos Private Cloud. In the event of a conflict or inconsistency between the Agreement and this Section F, and only as it pertains to the Extension Applications, the provisions of this Section F shall prevail.

1. DEFINITIONS

"**Agreement**" means the underlying agreement including the SaaS Terms and Conditions set forth in Section D and to which this Section F shall apply.

"**Business Associate Agreement**" or "**BAA**" means the Business Associate Agreement attached hereto as Section H.

"**Client Partnership Services**" means those services provided pursuant to Section 4, below.

"**Cloud Services**" means those services described in Section I, the "Cloud Services for Extension Applications".

"**Encrypt**" or "**Encryption**" means to cryptographically protect data using methods such as symmetric encryption algorithm, asymmetric encryption algorithm or a one-way hashing algorithm.

"**HIPAA**" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

"**PHI**" means Protected Health Information as defined by HIPAA. PHI shall be deemed to be Personally Identifiable Data under the Agreement.

"**Solution**" means the combination and use of the Extension Applications working with the Encryption Gateway Tool.

2. KRONOS CLOUD ENCRYPTION GATEWAY

a. As part of acquiring the Extension Applications pursuant to this Section F, Kronos licenses to Customer the right to use the Kronos Cloud Encryption Gateway tool ("**Encryption Gateway Tool**"). The Encryption Gateway Tool will Encrypt PHI before it is transmitted to the Kronos Private Cloud and it will un-Encrypt the PHI when it is extracted from the Kronos Private Cloud in accordance with the encryption product documentation.

b. Kronos will deliver the Encryption Gateway Tool by giving Customer access to the secure Customer portal and such tool shall be available for download and to be installed by Customer, on Customer's server and behind its firewall at its location. The Encryption Gateway Tool will at all times be under Customer's control and Customer shall install updates to the Encryption Gateway Tool, when such updates are made available by Kronos. The Encryption Gateway Tool is licensed to Customer concurrently with the Extension Application(s) and upon termination or expiration of the Extension Application(s), Customer's right to use the Encryption Gateway Tool shall also terminate. Customer agrees to uninstall the Encryption Gateway Tool upon termination of Customer's right to use of the Extension Applications.

- c. As part of the Services for the Extension Applications, Customer is entitled to receive the Support Services detailed in Section D.
- d. The Application Availability SLA of the Agreement shall not apply to the Encryption Gateway Tool which is installed on Customer's server at Customer's control.

3. CUSTOMER RESPONSIBILITIES

Customer agrees to:

- a. install, maintain and use the Encryption Gateway Tool as part of the cloud hosting services for the Extension Applications in accordance with the product documentation. Customer acknowledges that its failure to immediately apply updates to the Encryption Gateway Tool when such updates become available may: (i) compromise the security of Customer Content, including, Personally Identifiable Data and PHI; and (ii) result in incompatibility between the Healthcare Extensions and the Encryption Gateway Tool, which could cause failures in Encrypting and un-Encrypting data, and affect the scope of the Services provided by Kronos and its ability to adhere with its compliance programs, including those verified by the independent auditor report (i.e., SOC reports). Customer acknowledges Kronos shall not provide any credits for SLA issues under the Agreement that resulted from Customer's failure to update the Encryption Gateway Tool.
- b. install and maintain the encryption gateway private key per the encryption product documentation, and not share the encryption gateway private key with any third party who does not have a need to know, including not sharing the encryption gateway private key with Kronos. Should Customer lose the key, any encrypted data will remain encrypted.
- c. enter and maintain PHI only in the fields defined in the Extension Applications product documentation; and to only send PHI data (e.g., screen shots containing PHI) to Kronos by means of secure support channels for such data.
- d. use unique user ID and passwords for all users of Extension Applications
- e. configure Extension Application user's account to meet Customer's HIPAA policy requirements for complexity, length duration and lockout.
- f. determine user access/authorization to the application level of the Solution and assure that the level of access and the user assigned roles and permission are appropriate, which includes periodic application level logical access review.
- g. review application logs to meet Customer's HIPAA compliance program.
- h. immediately notify Kronos in the event Customer discovers a security issue with the Solution.
- i. provide Kronos resources with application level accounts as reasonably needed to support the Extension Applications, and not unreasonably withhold such access.

4. CLIENT PARTNERSHIP SERVICES

If acquired by Customer on the applicable Order Form, the parties agree that the following terms shall apply to Customer's purchase of Client Partnership Services only:

- a. Scope. Client Partnership Services will provide to Customer additional support services to develop performance improvement for clients utilizing the Extension Applications. This service includes a dedicated Strategic Client Advisor (the "Advisor") that works with the Customer to guide the Customer in optimizing the use of the Extension Applications. The Advisor will also provide consultation services which may include, but is not limited to, developing supporting processes, staff engagement and accountability structures, service plan development in response to Customer's business requirements, as well as serving as a resource link to assist Customers in networking with other Kronos customer's healthcare organizations.
- b. Term. Client Partnership Services shall be for a term of one (1) year and shall renew for additional one (1) year terms provided Customer renews the Client Partnership Services as provided below.
- c. Payment: Customer shall pay the annual Client Partnership Services charges for the initial term in accordance with the payment terms on the Order Form as executed by Customer. Kronos will send Customer a renewal invoice for renewal of the Client Partnership Services at least forty five (45) days prior to expiration of the then current term. Client Partnership Services shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.
- d. Change to Offerings; Support Increases: After the one year initial term, the Client Partnership Services offerings provided and the service coverage period are subject to change by Kronos with sixty (60) days advance written notice. For the initial two (2) renewal terms from the date of the Addendum, the annual Client Partnership Services fee, for the same service type, is subject to increase by not more than four percent (4%) over the prior year's annual Client Partnership Services fee.

5. BUSINESS ASSOCIATE AGREEMENT

The parties agree that the provisions of the Business Associate Agreement referenced as **Section H** shall apply.

6. DATA SECURITY

As part of the Services for the Extension Applications, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described in **Section I** herein.

SECTION G

WFC Extensions for Healthcare Terms and Conditions to Section C / Section C-1 (Hosting Terms and Conditions)

This WFC Extensions for Healthcare addendum of supplemental terms and conditions ("**Section G**") is entered into by and between Kronos and Customer and shall supplement the Agreement. Capitalized terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement.

WHEREAS, Kronos and Customer entered into an agreement to have Kronos host the Workforce Central Software in its managed cloud environment in Section C/Section C-1 (the "**Kronos Private Cloud**" or "**KPC**") and to allow Customer to use such software in the Kronos Private Cloud;

WHEREAS, Customer desires to acquire from Kronos the Extensions for Healthcare Application(s) (i.e., Workload Manager for Healthcare; Target Intelligence for Healthcare; and/or Forecast Manager for Healthcare, as such Application set may be updated from time to time) (collectively, the "**Extension Applications**") to be used and managed in the Kronos Private Cloud and in accordance with this Section G terms and conditions and Section C / Section C-1;

WHEREAS, Kronos agrees to host and manage the Extension Applications in the Kronos Private Cloud for the benefit of Customer and in accordance with this Section G and the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the parties agree as follows:

Customer and Kronos agree that the terms and conditions set forth herein shall only apply to the Extension Applications in Kronos' Private Cloud, and the services related thereto. The Extension Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos Private Cloud. Notwithstanding any provision in the Agreement or any prior Statement of Work signed by the parties for the Cloud Services to the contrary, the terms and conditions of this Section G shall apply to the Extension Applications hosted by Kronos in the Kronos Private Cloud. In the event of a conflict or inconsistency between the Agreement and this Section G, and only as it pertains to the Extension Applications, the provisions of this Section G shall prevail.

1. DEFINITIONS

"**Agreement**" means the underlying agreement including the Cloud Hosting Terms and Conditions set forth in Section C/Section C-1, as applicable, and to which this Section G shall apply.

"**Business Associate Agreement**" or "**BAA**" means the Business Associate Agreement attached Section H.

"**Client Partnership Services**" means those services provided pursuant to Section 4, below.

"**Cloud Services**" means those services described in Section I, the "Cloud Services for Extension Applications".

"**Encrypt**" or "**Encryption**" means to cryptographically protect data using methods such as symmetric encryption algorithm, asymmetric encryption algorithm or a one-way hashing algorithm.

"**HIPAA**" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

"**PHI**" means Protected Health Information as defined by HIPAA. PHI shall be deemed to be Personally Identifiable Data under the Agreement.

"**Solution**" means the combination and use of the Extension Applications working with the Encryption Gateway Tool.

7. KRONOS CLOUD ENCRYPTION GATEWAY

a. As part of acquiring the Extension Applications pursuant to this Section G, Kronos licenses to Customer the right to use the Kronos Cloud Encryption Gateway tool ("**Encryption Gateway Tool**"). The Encryption Gateway Tool will Encrypt PHI before it is transmitted to the Kronos Private Cloud and it will un-Encrypt the PHI when it is extracted from the Kronos Private Cloud in accordance with the encryption product documentation.

b. Kronos will deliver the Encryption Gateway Tool by giving Customer access to the secure Customer portal and such tool shall be available for download and to be installed by Customer, on Customer's server and behind its firewall at its location. The Encryption Gateway Tool will at all times be under Customer's control and Customer shall install updates to the Encryption

Gateway Tool, when such updates are made available by Kronos. The Encryption Gateway Tool is licensed to Customer concurrently with the Extension Application(s) and upon termination or expiration of the license to use the Extension Application(s) or termination or expiration of Software Support maintenance, Customer's right to use the Encryption Gateway Tool shall also terminate.

c. Customer is entitled to receive the Support Services detailed in Section C/Section C-1.

d. The Application Availability SLA of the Agreement shall not apply to the Encryption Gateway Tool which is installed on Customer's server at Customer's control.

8. CUSTOMER RESPONSIBILITIES

Customer agrees to:

a. install, maintain and use the Encryption Gateway Tool as part of the cloud hosting services for the Extension Applications in accordance with the product documentation. Customer acknowledges that its failure to immediately apply updates to the Encryption Gateway Tool when such updates become available may: (i) compromise the security of Customer Content, including, Personally Identifiable Data and PHI; and (ii) result in incompatibility between the Healthcare Extensions and the Encryption Gateway Tool, which could cause failures in Encrypting and un-Encrypting data, and affect the scope of the Hosting Related or Cloud Services provided by Kronos and its ability to adhere with its compliance programs, including those verified by the independent auditor report (i.e., SOC reports). Customer acknowledges Kronos shall not provide any credits for SLA issues under the Agreement that resulted from Customer's failure to update the Encryption Gateway Tool.

b. install and maintain the encryption gateway private key per the encryption product documentation, and not share the encryption gateway private key with any third party who does not have a need to know, including not sharing the encryption gateway private key with Kronos. Should Customer lose the key, any encrypted data will remain encrypted.

c. enter and maintain PHI only in the fields defined in the Extension Applications product documentation; and to only send PHI data (e.g., screen shots containing PHI) to Kronos by means of secure support channels for such data.

d. use unique user ID and passwords for all users of Extension Applications

e. configure Extension Application user's account to meet Customer's HIPAA policy requirements for complexity, length duration and lockout.

f. determine user access/authorization to the application level of the Solution and assure that the level of access and the user assigned roles and permission are appropriate, which includes periodic application level logical access review.

g. review application logs to meet Customer's HIPAA compliance program.

h. immediately notify Kronos in the event Customer discovers a security issue with the Solution.

i. provide Kronos resources with application level accounts as reasonably needed to support the Extension Applications, and not unreasonably withhold such access.

9. CLIENT PARTNERSHIP SERVICES

If acquired by Customer on the applicable Order Form, the parties agree that the following terms shall apply to Customer's purchase of Client Partnership Services only:

a. Scope. Client Partnership Services will provide to Customer additional support services to develop performance improvement for clients utilizing the Extension Applications. This service includes a dedicated Strategic Client Advisor (the "Advisor") that works with the Customer to guide the Customer in optimizing the use of the Extension Applications. The Advisor will also provide consultation services which may include, but is not limited to, developing supporting processes, staff engagement and accountability structures, service plan development in response to Customer's business requirements, as well as serving as a resource link to assist Customers in networking with other Kronos customer's healthcare organizations.

b. Term. Client Partnership Services shall be for a term of one (1) year and shall renew for additional one (1) year terms provided Customer renews the Client Partnership Services as provided below.

c. Payment: Customer shall pay the annual Client Partnership Services charges for the initial term in accordance with the payment terms on the Order Form as executed by Customer. Kronos will send Customer a renewal invoice for renewal of the Client Partnership Services at least forty five (45) days prior to expiration of the then current term. Client Partnership Services shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

d. Change to Offerings; Support Increases: After the one year initial term, the Client Partnership Services offerings provided and the service coverage period are subject to change by Kronos with sixty (60) days advance written notice. For the initial two (2) renewal terms from the date of the Addendum, the annual Client Partnership Services fee, for the same service type, is subject to increase by not more than four percent (4%) over the prior year's annual Client Partnership Services fee.

10. BUSINESS ASSOCIATE AGREEMENT

The parties agree that the provisions of the Business Associate Agreement attached hereto and incorporated herein by reference as **Section H** shall apply

11. DATA SECURITY

As part of the Services for the Extension Applications, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described in **Section I** herein.

SECTION H
BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, Customer (hereinafter "Covered Entity") has entered into an agreement with Kronos (hereinafter "Business Associate") governing the provision of Kronos' Workforce Central Software provided by Business Associate to Covered Entity in accordance with the Underlying Agreement;

WHEREAS, Business Associate may perform certain services to support Business Associate's software licenses for or on behalf of Covered Entity, and in performing said services, Business Associate may receive, maintain, or transmit Protected Health Information ("PHI");

WHEREAS, Covered Entity is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**");

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or received by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the HITECH Act") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, as a Covered Entity, Covered Entity is required under HIPAA to enter into a Business Associate Agreement ("BAA") with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

NOW WHEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

- 1.1. "**Breach**" shall have the meaning given under [42 U.S.C. § 17921\(1\)](#) and [45 C.F.R. § 164.402](#).
- 1.2. "**Designated Record Set**" shall have the meaning given such term under [45 C.F.R. § 164.501](#).
- 1.3. "**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in [45 C.F.R. § 160.103](#).
- 1.4. "**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in [45 C.F.R. § 160.103](#).
- 1.5. "**Protected Health Information**" and "**PHI**" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.
- 1.6. "**Security Incident**" means a confirmed successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system which affects Covered Entity's PHI or e-PHI in possession and/or control of Business Associate. Security Incident shall exclude (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI.
- 1.7. "**Services**" shall mean the services provided to Covered Entity by Business Associate pursuant to the Underlying Agreement.
- 1.8. "**Unsecured PHI**" shall have the meaning given to such term under [42 U.S.C. § 17932\(h\)](#), [45 C.F.R. § 164.402](#), and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. **“Use” or “Uses”** mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate’s internal operations, as set forth in [45 C.F.R. § 160.103](#).

1.10. **“Workforce”** shall have the meaning given to such term under [45 C.F.R. § 160.103](#).

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 **Permitted Uses and Disclosures of Protected Health Information.** Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.2 **Prohibited Marketing and Sale of PHI.** Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by any Underlying Agreement and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (ii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii); however this prohibition shall not affect payment by Covered Entity to Business Associate for the provision of Services pursuant to any Underlying Agreement.

2.3 **Adequate Safeguards of PHI.** Business Associate shall implement and maintain reasonably appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5 **Reporting Non-Permitted Use or Disclosure.**

2.5.1 **Reporting Security Incidents and Non-Permitted Use or Disclosure.** Business Associate shall report to Covered Entity in writing each confirmed Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or Subcontractors that is not specifically permitted by this BAA no later than ten (10) business days after confirming such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity’s PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon written request by Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.

2.5.2 **Breach of Unsecured PHI.** If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate’s written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall reasonably cooperate with Covered Entity in meeting Covered Entity’s obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act.

2.6 **Availability of Internal Practices, Books, and Records to Government.** Business Associate agrees to make its internal policies, books and records relating to the Use and Disclosure of PHI received from, or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity’s compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary.

2.7 **Access to and Amendment of Protected Health Information.** To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) business days of a written request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying to fulfill its obligations under 45 C.F.R. § 164.524, or (b) permit Covered Entity

to amend the PHI Business Associate maintains (or which is maintained by Business Associate's Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. In the event that an individual makes a direct request to Business Associate to amend any PHI of such individual maintained in a Designated Record Set on behalf of Covered Entity, Business Associate shall promptly forward such individual's request to Covered Entity for review. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes except as otherwise directed by Covered Entity or required by law. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format as commercially reasonable and available to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request for access to PHI.

2.8 **Accounting.** To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9 **Use of Subcontractors.** Business Associate shall require each of its Subcontractors, if any, that maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same, or substantially similar, restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.10 **Minimum Necessary.** Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

3. COVERED ENTITIES RESPONSIBILITIES

Covered Entity Responsibilities. With respect to the use and disclosure of the PHI by Business Associate, Covered Entity agrees to: (a) inform Business Associate of any change in or revocation of any authorization provided to Covered Entity by Individuals pursuant to applicable law, including, but not limited to, the HIPAA Statute and which is applicable to Business Associate; and (b) to timely notify Business Associate, in writing, of any arrangement permitted or required of Covered Entity under applicable law, including, but not limited to, the HIPAA Statute, that may impact in any manner the use, disclosure, or access to PHI by Business Associate under the Agreement, including, but not limited to, any agreement by Covered Entity to restrict use or disclosure of any PHI as permitted by the HIPAA Statute.

4. TERM AND TERMINATION

4.1 **Term.** Subject to the provisions of Section 4.2 herein, the term of this BAA shall be the term of the Underlying Agreement.

4.2 **Termination for Cause.** In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

a. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within fifteen (15) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period, Covered Entity may immediately terminate this BAA and any Underlying Agreement upon written notice to Business Associate; or

b. Upon written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured

4.3 **Disposition of Protected Health Information Upon Termination or Expiration.**

4.3.1 Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a format utilized at the time of termination and timeframe, at no additional charge to Covered Entity.

4.3.2 If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Amendment to Comply with Law.** The parties agree to enter into an amendment to this BAA to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations, as applicable, and as mutually agreed between the parties. Additionally, the Parties agree to take such action as is reasonably necessary to amend this BAA from time to time for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act, and to the extent mutually acceptable to the parties.

5.2 **Relationship to Underlying Agreement Provisions.** Except as otherwise specifically stated in this BAA, in the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement, subject to Section 5.3 below.

5.3 **Entire Agreement.** This BAA supplements and is entered into subject to the Underlying Agreement, and constitutes the entire agreement between the Parties for the services described herein and supersedes all prior or contemporaneous representations, negotiations, or other communications between the Parties relating to the subject matter of this BAA. Any provisions in the Underlying Agreement regarding limitations or exclusion of liability or indemnification will apply to any of the rights and obligations of the parties under this BAA or breach thereof. This BAA supersedes and replaces any existing Business Associate Agreement in effect between Business Associate and Covered Entity. Any PHI received from Covered Entity prior to, on, or after the date of this Agreement is subject to the terms and conditions of this Agreement.

5.4 **Notices.** Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.4. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

5.5 **Relationship of Parties.** Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

SECTION I

Cloud Services for Extension Applications Applicable to Sections F and G Only

Cloud Offering	
<p>Environments:</p> <p>One standard Production and one Non-Production (Development) environment.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included. More non-production environments are available for additional fees.</p>
<p>Environment restoration:</p> <p>Restore of Production environment to one Non-Production environment once per week.</p> <p>Customer is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the Non-Production environment.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included. More frequent restores or additional environments will be subject to additional time and material fees.</p>
<p>Connectivity to Service:</p> <p>Customer's users connect to application via secure TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud. Applicable ports must be opened from customer network as described in product documentation.</p>	<p>Included</p>
<p>Operating System and Database Software Management: Includes application of critical security patches, service packs and hot-fixes; maintenance of servers.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included</p>
<p>Server Maintenance: Repair and replacement of defective or failed hardware and the installation of hardware upgrades.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included</p>
<p>Application Updates: Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included</p>

Cloud Offering	
<p>Backup:</p> <p>Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	Included
<p>Security:</p> <p>Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts (AICPA) Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes. Additionally the independent auditor will provide an opinion on the design and operating effectiveness of controls to meet the security requirements of the Health Insurance Portability and Accountability Act Security Rule, which will be first issued by end of calendar year 2016.</p> <p>In the event the customer identifies a security issue, the customer will notify Kronos. For security purposes, customers are restricted from accessing the desktop, file systems, databases and operating system of the environments.</p> <p>Customer agrees not to upload payment card information as the service is not certified for PCI DSS.</p> <p>For each of the customer's production and non-production environments in a data center in the United States of America, Customer Content will be Encrypted at rest at the storage level for the Extension Application(s). Encryption at rest is defined as Customer Content is made unreadable on disk via encryption technology when the Kronos Cloud computing environment hardware is powered off. For clarity this storage level of Encryption within the Kronos Private Cloud is independent of the Encryption at the Encryption Gateway Tool located at the customer's location, thus providing a second layer of encryption at rest.</p>	Included
<p>Basic Disaster Recovery Services:</p> <p>Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Basic Disaster Recovery Services provides a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore Application Availability in a commercially reasonable timeframe.</p> <p>The customer will be down until production processing is restored in the primary or secondary data center if needed. No application environment is readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.</p> <p>Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p>	Included

Cloud Offering	
Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.	
<p>Enhanced Disaster Recovery Services:</p> <p>Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. Enhanced Disaster Recovery Services provide an RTO (Recovery Time Objective) of 72 hours and a RPO (Recovery Point Objective) of 24 hours.</p> <p>In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined.</p> <p>As part of the enhanced service, Kronos will conduct an annual Disaster Recovery Process test which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated test.</p> <p>Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	If purchased on Order Form

Guidelines and Assumptions:

Category	Assumption
	Estimated availability of production server hardware in Kronos Cloud is approximately 30 days after the Order Form is processed.
	Customer agrees to receive automatic updates to the Applications.
	Applications will support English only.
	Customer agrees not to conduct security testing, which includes but is not limited to penetration testing and vulnerability scanning.
	Customer agrees not conduct any sort of automated or manual performance testing of the Service.

Category	Assumption
	Retention policies must be configured in the Application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Additionally application audit log will retained for 30 days.
	Customer will be required to sign a go live milestone document confirming customer has completed its testing and is ready to go live with the Workforce Central Application EHC module(s).

Workforce Central EHC Upgrade Services

The Service includes services for Kronos to execute tasks to apply point releases and version upgrades to customer's Kronos Applications in the Kronos Cloud. Services are limited to those tasks which apply these updates to the Applications. Services related to upgrade of Encryption Gateway Environment and encryption gateway software running at a location in customer's control outside of Kronos Cloud are not included.

The table below reflects the included upgrade tasks.

Planning Phase	
Customer/ Kronos Introduction Call – up to 30 minutes	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included
Technical readiness & architecture review – Encryption Gateway environment	Not Included
Assessment Phase	
Assessment of Interface Upgrade to WFC	Included
Assessment of new features or changes to configuration	Not included
Assessment of customs, custom interfaces and custom reports and development activities related thereto	Not included
Solution Upgrade / Build Phase	
One (1) restore of Production database to Pre-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included

Upgrade Non-Production and Production environments to new point release or version.	Included
Upgrade of interface integration to Workforce Central per features in product documentation.	Included
Upgrade of integrations beyond integration to Workforce Central per features in product documentation.	Not Included
Upgrade of any customs, custom interfaces and custom reports and development activities related thereto	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Upgrade of Encryption Gateway Environment and encryption gateway software running at a location in customer's control outside of Kronos Cloud.	Not Included
Test & Certify Phase	
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop customer-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	Customer
Deploy & Support Phase	
Deployment Readiness Call – up to 30 minutes	Included

Note that new feature configuration, project management services, other Professional, Managed and Educational Services and training are not included as part of Upgrade Services, but may be purchased independently, if desired.

If not specifically noted, the customer should assume responsibility of the task and/or deliverable.

SECTION J

CLIENT PARTNERSHIP SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

(For Healthcare Customers only)

This Client Partnership Services Supplemental Terms and Conditions apply to the Client Partnership Services purchased by Customer set forth in the applicable Order Form.

Customer has purchase software licenses and/or acquire software services, as well as related equipment, professional, educational and training services and support maintenance services (collectively, the "Products") under Section A and B of the Agreement;

WHEREAS, Customer desires to purchase the Client Partnership Services set forth in the applicable Order Form, as executed by Customer;

WHEREAS, Customer acknowledges that the purchase and use of the Client Partnership Services shall be subject to the Agreement, as modified and supplemented by this Section K.

WHEREAS, the Parties agree that the terms and conditions of this Section K shall apply only to the Client Partnership Services as identified on the Order Form executed by the Parties, and this Section K shall not affect the rights or use of such other Kronos software modules or applications (i.e., the Kronos Workforce software suite of products) acquired by Customer under the other section of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth herein, the Parties agree as follows:

1. Client Partnership Services for Kronos Software.

If purchased by Customer on the applicable Order Form, the parties agree that the following terms shall apply to Customer's purchase of Client Partnership Services only and shall supplement the Software Support Services offered by Kronos under Section B:

- (a) **Scope.** Kronos Client Partnership Services will provide to Customer's organization an additional set of support services to develop performance improvement for those customers using the Kronos software. This service includes a dedicated Strategic Client Advisor (the "Advisor") who works closely with the Customer to guide the Customer in optimizing the use of the Software. The Advisor will be the Customer's link to Kronos' broad industry practice, support tools and knowledge base. The Advisor will also provide consultation services which include, but are not limited to, developing supporting processes, staff engagement and accountability structures, service plan development in response to Customer's business requirements, as well as serving as a resource link to assist Customers in networking with other Kronos healthcare organizations;
- (b) **Term.** Client Partnership Services shall be for a term of one (1) year and shall renew for additional one (1) year terms provided Customer renews the Client Partnership Services as provided below;
- (c) **Payment:** Customer shall pay the annual Client Partnership Services charges for the initial term in accordance with the payment terms on the Order Form as executed by Customer. Kronos will send Customer a renewal invoice for renewal of the Client Partnership Services at least forty-five (45) days prior to expiration of the then current term. Client Partnership Services shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term and;
- (d) **Change to Offerings; Support Increases:** Client Partnership Services are offered under Kronos Software Support offerings and after the one year initial term of this Addendum, the Client Partnership Service offerings provided and the service coverage period are subject to change by Kronos.

SECTION K WORKFORCE DIMENSIONS™ AGREEMENT

Customer and Kronos agree that the terms and conditions set forth in this Section K apply to Kronos' Workforce Dimensions software as a service and other related offerings specified on a Kronos Order Form.

This Section K includes the following exhibits, which are incorporated by reference, and which form an integral part of this contract:

- Exhibit K-A: Attachment A-1: Equipment Purchase, Rental, and Support
Attachment A-2: Professional and Educational Services Policies
Attachment A-3: Service Level Agreement
- Exhibit K-B: Workforce Dimensions Cloud Guidelines:
www.kronos.com/workforce-dimensions/agreement/exhibitb
- Exhibit K-C: Customer Success
Attachment C-1: Customer Success Plans
Attachment C-2: Support Policies
- Exhibit K-D: Acceptable Use Policy (AUP):
www.kronos.com/workforce-dimensions/agreement/exhibitd
- Exhibit K-E: AtomSphere Service and Boomi Software
Attachment E-1: Boomi Flow Down Provisions

The description of the type, quantity, and cost of the specific offerings being ordered by Customer will be described in an Order Form, that will be mutually agreed upon and signed by the Parties pursuant and subject to this Section K. If Implementation Services are to be delivered by Kronos, the Parties may need to execute a Statement of Work, which will set forth the scope, objectives and other business terms of the Implementation Services ordered with the Order Form.

Definitions

“Acceptable Use Policy” and **“AUP”** are interchangeable terms referring to the Kronos policy describing prohibited uses of the Service as further described in Exhibit D.

“Aggregated Data” is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by Kronos in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service Agreement.

“Applicable Law(s)” means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party's respective business.

“Authorized User” means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Customer uses to access the Service.

“Application(s)” means those Kronos Workforce Dimensions software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“Boomi AtomSphere Service” means the third-party service for the creation of integrations by Customer as further described in Exhibit E, which the Customer and Customer’s Authorized Users have the right to access through the Service.

“Boomi Software” means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit E.

“Claim(s)” means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.

“Configuration(s)” means the Customer specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

“Controls” means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by Kronos to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

“Customer Data” means all content Customer, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

“Customer Success Plan(s)” means the services provided by Kronos to support and maintain the Service as described in Exhibit C, including but not limited to the Support Plans and the Customer Success Programs.

“Customer Indemnified Party(ies)” means Customer and Customer’s respective directors, officers, and employees.

“Data Protection Law(s)” means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party’s collection, use, processing, storage, or disclosure of Personally Identifiable Information.

“Documentation” means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

“Equipment” means Kronos equipment such as time clocks, devices, or other equipment set forth on an Order Form.

“Equipment Support Services” means the maintenance and support services related to Kronos’ support of Equipment as further described in Attachment A-1.

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

“Fees” means the charges to be paid by Customer for a particular item.

“Implementation Services” means those professional and educational services provided by Kronos to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

“Kronos Indemnified Party(ies)” means Kronos and its third-party Technology suppliers and each of their respective directors, officers, employees, agents and independent contractors.

“Order Form” means an order form mutually agreed upon by Kronos and Customer setting forth, among other things, the items ordered by Customer and to be provided by Kronos and the Fees to be paid by Customer.

“Party(ies)” means Kronos or Customer, or both of them, as the context dictates.

“PEPM” means the per employee per month fee for a Customer’s Authorized Users access to the Service.

“Personally Identifiable Information” means information concerning individually identifiable employees of Customer that is protected against disclosure under Applicable Data Protection Law.

“Professional Services” means the professional, educational, consulting, or training services provided by Kronos pursuant to an Order Form and which are not described in a Statement of Work.

“Seasonal Licenses” are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.

“Service” means the Kronos supply of the commercially available version of the Workforce Dimensions SaaS Applications in Kronos’ hosted environment and the services described in the section related thereto.

“Statement of Work” and **“SOW”** are interchangeable terms referring to a written description of the Implementation Services.

“Technology” means the intellectual property of Kronos within the Service, including but not limited to the Applications.

“Term” means the Initial Term and any Renewal Terms.

1. Order Forms

1.1 The following commercial terms may appear on an Order Form:

- a. The Application(s) included in the Service, and the other offerings being ordered by Customer
- b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
- c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
- d. Renewal Term (i.e., the renewal billing term of the Service)
- e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
 - i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
 - ii. "Monthly in Arrears" means payment is due on a monthly basis with the invoice being issued at the end of the month in which the Service was delivered.
- f. Payment Terms (i.e., the amount of days in which Customer must pay a Kronos invoice)
- g. Shipping Terms (i.e., FOB – Shipping Point, Prepay and Add)

1.2 The following Fees may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Customer Success Fees for Premium and Premium Plus Plans
- c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
- d. Equipment Purchase Fees
- e. Equipment Rental Fees

1.3 Kronos may also sell (or rent) Equipment to Customer, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A-1.

2. Billing

2.1 Kronos will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Customer will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Customer will send payment to the attention of Kronos at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Section K, Customer payments are non-refundable. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 At the expiration of the Initial Term, and at the expiration of each Renewal Term, the Service will automatically renew for a Renewal Term. For each Renewal Term, Kronos may increase the PEPM Fees by no more than four percent (4%) over the previous year's PEPM Fees, for the same Applications and the same licensed quantity. Kronos will reflect these increased PEPM fees in the applicable invoice for each Renewal Term.

3. Implementation Services and Professional Services

3.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Section K. Implementation Services are invoiced monthly

as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.2 While Customer may configure the Applications itself, as part of the Implementation Services as described in an SOW, Kronos may also configure the Applications. Kronos will configure the Applications based on Customer's instructions and direction. Customer is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Kronos may also provide Professional Services to Customer that do not require an SOW but which will be as set forth on an Order Form.

3.4 The Kronos policies set forth in Section B shall apply to all Implementation Services and Professional Services provided by Kronos. In the event of a conflict between the Professional Services Policies and this Section K, the terms of this Section K shall prevail.

4. Service Level Agreement

Kronos offers the Service Level Agreement and associated SLA Credits as described in Attachment A-3. The SLA Credits are Customer's sole and exclusive remedy in the event of any Outage. Kronos remains obligated to provide the Service as otherwise described in this Section K.

5. Data, Confidentiality, Security and Privacy

Section 5.1 Data

5.1.1 Customer owns Customer Data. Customer is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Customer is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

Section 5.2 Security and Privacy

5.2.1 Kronos will maintain the Controls throughout the Term.

5.2.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.2.3 Kronos employees will access Customer Data from the locations from which such employees work. Customer consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Customer will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Customer has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Customer will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.2.4 Kronos will notify Customer in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include,

at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

6. Warranty

Kronos warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Service which is making this warranty untrue, Kronos will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Kronos is unable to do so within a reasonable period of time, Customer may terminate the then remaining Term, which will be Customer's sole and exclusive remedy. Customer agrees to provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Service.

7. License

Section 7.1 Technology License

7.1.1 As part of the Service, Kronos will provide Customer access to and use of the Technology, including the Applications. Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Customer acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Customer's payment of the corresponding PEPM Fees. Customer agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Customer agrees not to use any other Application nor increase the number of employees using an Application unless Customer enters into an additional Order Form that will permit the Customer to have additional Authorized Users.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Customer has a right to use this Technology and to receive the Service subject to this Section K. No other use of the Technology is permitted. Customer is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Customer cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

8. Scope and Authority

8.1 Authorized Users may access the Service on Customer's behalf, and Customer will be responsible for all actions taken by its Authorized Users. Customer will make sure that Authorized Users comply with Customer's obligations under this Section K. Unless Kronos breaches its obligations under this Section K, Kronos is not responsible for unauthorized access to Customer's account, nor activities undertaken with Customer's login credentials, nor by Customer's Authorized Users. Customer should contact Kronos immediately if Customer believes an unauthorized person is using Customer's account or that Customer's account information has been compromised.

8.4 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. This feature of the Service is referred to as the “Marketplace”. The use of the Marketplace can be configured, and Customer may disable use of the Marketplace by some or all of its Authorized Users. CUSTOMER ACKNOWLEDGES THAT WHEN AN AUTHORIZED USER INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY WITHIN THE MARKETPLACE, THAT ACCEPTANCE WILL CONSTITUTE CUSTOMER’S LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

9. Suspension

9.1 Kronos may suspend the Service if any amount that Customer owes Kronos is more than thirty (30) days overdue. Kronos will provide Customer with at least seven (7) days prior written notice that the Customer’s account is overdue before Kronos suspends the Service. Upon payment in full of all overdue amounts, Kronos will immediately restore the Service.

9.2 Customer is responsible for complying with the AUP. Kronos and its third party cloud service provider reserve the right to review Customer’s use of the Service and Customer Data for AUP compliance and enforcement. If Kronos discovers an AUP violation, and Kronos reasonably determines that Kronos must take immediate action to prevent further harm, Kronos may suspend Customer’s use of the Service immediately without notice. Kronos will contact Customer when Kronos suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If Kronos does not reasonably believe it needs to take immediate action, Kronos will notify Customer of the AUP violation. Even if Kronos doesn’t notify Customer or suspend the Service, Customer remains responsible for any such AUP violation. Kronos will restore the Service once the AUP violation is cured or as both Parties may agree.

10. Termination

Section 10.1. Types of Termination

10.1.1 For Convenience. Customer may terminate the Service and this Section K for convenience upon ninety (90) days prior written notice. Customer may terminate Seasonal Licenses upon at least sixty (60) days prior written notice before the start of a Renewal Term.

10.1.2 Non-renewal. Either Party may terminate the Service upon at least sixty (60) days prior written notice before the start of the Renewal Term.

10.1.3 For Cause. Either Party may terminate the Service and this Section K if the other Party fails to perform any material obligation under this Section K, and such Party is not able to cure the non-performance within thirty (30) days of the date such Party is notified by the other Party of such default.

10.1.4 For Bankruptcy. If either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of our creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party’s obligations under this Agreement. If an assurance that provides reasonable evidence of future performance is not provided within ten (10) business days of a written request, the requesting Party may immediately terminate this Agreement upon written notice.

Section 10.2 Effects of Termination

If the Section K is terminated for any reason:

- a. All Fees will be paid by Customer for amounts owed through the effective date of termination.
- b. Any Fees paid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.
- c. Customer's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Customer will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Kronos that will enable Customer to so extract Customer Data. If Customer requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Section K.
- d. Kronos will delete Customer Data after Customer's rights to access the Service and retrieve Customer Data have ended. Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. Kronos and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Section K.
- f. Provisions in this Section K which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination will so survive.

11. Indemnification

11.1 Kronos will defend the Customer Indemnified Parties, from and against any and all Claims alleging that the permitted uses of the Service, Technology or Applications infringe or misappropriate any legitimate copyright or patent. Kronos will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such Claim, or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Service by reason of infringement or misappropriation of any such copyright or patent, or if in Kronos' opinion, the Service is likely to become the subject of a successful claim of infringement or misappropriation, Kronos (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Service as provided in the Section K, or (b) replace or modify the Service so that the Service becomes non-infringing but remains substantively similar to the affected Service. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder, at which time Kronos will provide a refund to Customer of the PEPM Fees paid by Customer for the infringing elements of the Service covering the period of their unavailability.

11.2 Kronos will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation is based on: (a) a modification of the Service undertaken by anyone other than Kronos, or not undertaken at Kronos' direction and in accordance with such direction; (b) use of the Service other than as authorized by this Section K; or (c) use of the Service in conjunction with any equipment, service or software not provided by Kronos, where the Service would not otherwise infringe, misappropriate or otherwise become the subject of the Claim.

11.3 Customer shall be responsible and liable for all damages and costs of Kronos arising out of any and all Claims alleging that: (a) the Configurations violate any law applicable to the rights of an Authorized User; (b) Customer's modification or combination of the Service with other services, software or equipment not furnished by Kronos, infringes or misappropriates any copyright or patent, provided that such modification or combination is the cause of such infringement and was not authorized by Kronos in writing; or, (c) a claim that the Customer Data or its collection or use by Customer violates the AUP or Applicable Laws.

11.4 The Indemnified Party will provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party will be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party will not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other Party. The Indemnified Parties will cooperate fully (at the indemnifying party's request and expense) with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

12. Extent and Limitations of Liability

12.1 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 11 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

12.2 **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES.** NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED.

13. Changes

The information found in any Exhibit (or at any URL referenced in this Section K) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos.

14. Feedback

From time to time, Customer may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Customer hereby grants Kronos 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 Kronos' business without any compensation to Customer or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Section K limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Attachment A-1: Equipment Purchase, Rental, and Support:

www.kronos.com/workforce-dimensions/agreement/attachment-a1

Attachment A-2: Professional and Educational Services Policies:

www.kronos.com/workforce-dimensions/agreement/attachment-a2

Attachment A-3: Service Level Agreement:

www.kronos.com/workforce-dimensions/agreement/attachment-a3

Exhibit K-C: Customer Success

Section 1. Success Plans

1.1 Kronos offers the following Success Plans for Workforce Dimensions:

- a. Community Success (included in Customer's PEPM Fee)
- b. Guided Success (available for an additional Fee)
- c. Signature Success (available for an additional Fee with minimum annual spend in PEPM and Equipment Rental Fees)

1.2 As part of the Community Success Plan, Kronos will provide:

- a. Local Time Zone Support: 8am – 8pm Monday to Friday, with two-hour response time to support cases.
- b. 27/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
- c. Kronos Community Access: Ability to access how-to articles, discussion boards, and open support cases .
- d. Kronos Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities.
- e. KnowledgeMap™: On-line education portal providing access to Kronos e-learning resources.
- e. KnowledgeMap™ Live may be purchased for an additional Fee.
- f. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Kronos Application Consultants with industry-specific Kronos product knowledge.

1.3 As part of the Guided Success Plan, Kronos will provide:

- a. All of the services under Community Success, including the option to purchase KnowledgeMap™ Live or a TAM.
- b. Proactive Support: Monitoring of your environment and usage with proactive notification and resolution of potential issues.
- c. Named Success Manager: Dedicated, industry-specific advisor.
- d. Live Check-In Meetings: Regular meetings with your named success manager.
- e. Personalized Success Path: Tailored guidance based on your business goals.
- f. Success Reporting: Personalized reporting providing insight into your key performance indicators on an annual basis (i.e., user adoption, compliance, productivity, efficiency.)
- g. Executive Business Review: Strategic review of roadmap, realized value, engagement, relationship, and future direction.
- h. Optimization Assessment: Assistance with optimizing the use of Workforce Dimensions based on your current usage patterns.

1.4 As part of the Signature Success Plan, Kronos will provide:

- a. All of the services under Guided Success. Additionally, KnowledgeMap™ Live and a TAM are included as part of the Signature Success Plan for no additional Fee.
- b. 24/7 Local Time Zone Support with one-hour response time to support cases.
- c. Technical Account Manager included at no additional charge.
- d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.

- e. KnowledgeMap™ Live included at no additional charge.
- k. Industry Best Practice Audit: Review configuration and use of Workforce Dimensions against industry peers and provide recommendations.

1.5 Each Success Plan provides different services and different service coverage periods, which are described in Attachment C-1.

1.6 The Kronos policies set forth in Attachment C-2 shall apply to all Success Plans.

Attachment C-1: Success Plans:

www.kronos.com/workforce-dimensions/agreement/attachment-c1

Attachment C-2: Support Policies:

www.kronos.com/workforce-dimensions/agreement/attachment-c2

Exhibit K-E: AtomSphere Service and Boomi Software

As part of the Service, Customer has the right to access and use the Boomi AtomSphere Service and a non-exclusive, non-transferable and non sublicenseable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Customer may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service.

There are two (2) cloud environments associated with Customer use of the Boomi AtomSphere Service and the Boomi Software:

- a. Run-Time environment: A run time environment in the Kronos Cloud where the integration created by with the Boomi AtomSphere Service runs. This environment is described in Exhibit B.
- b. Development environment: A development environment in the Boomi Cloud where the design and development tools exist to build the integrations. This environment is referred to as a Hosted Environment in Attachment E-1.

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth below. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Customer or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Section K related to the Service apply to the Boomi AtomSphere Service. Upon termination, Customer's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Attachment E-1: Boomi Flow Down Provisions:

www.kronos.com/workforce-dimensions/agreement/attachment-e1

Exhibit K F: Workforce Dimensions™ Add-Ins

This Exhibit governs the Add-In(s) to be provided by Kronos to Customer, if specified on an Order Form. Capitalized terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement. In the event of a conflict or inconsistency between the Agreement and this Exhibit, this Exhibit shall control.

Customer agrees that the Add-In(s) may only be used solely in connection with Workforce Dimensions™ for Customer's own internal purposes. The Add-Ins are not installed in the Kronos hosting environment in which Workforce Dimensions resides. The Add-Ins may only be installed and operated in a data center or other cloud environment managed by or on behalf of Customer. Customer is solely responsible to have all applicable rights, licenses and necessary infrastructure and support to use the third-party applications with which the Add-In(s) function, including security of the environment in which the Add-In(s) are installed.

The Service Level Agreement and associated SLAs (Attachment A-3) and the Workforce Dimensions Cloud Guidelines (Exhibit B) in the Agreement do not apply to the Add-In(s) because the Add-In does not reside in Kronos' hosting environment.

Implementation. Configuration and deployment of the Add-In(s) may be performed by Customer in accordance with Kronos written instructions and guidelines. Alternatively, Customer may engage Kronos or a third party to perform implementation or professional services as described in the Agreement.

Warranty Disclaimer. Kronos does not warrant that the Add-In(s) will be free from errors or service interruption. Kronos disclaims errors and liability with respect to the third-party applications or APIs with which the Add-In(s) function. Customer is solely responsible to manage its accounts or systems that may access the Add-In(s).

EXHIBIT A

KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES (092018)

KRONOS TERMS

A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS SAASHR INC., AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.

SECTION B: [KRONOS WORKFORCE READY SAAS TERMS AND CONDITIONS](#). This Section applies only for Workforce Ready transactions.

SECTION C: [PAYROLL PROCESSING SERVICES](#). This Section applies to the Workforce Payroll Services.

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by Kronos Incorporated ("Kronos") from an eligible Participating Public Agency ("Customer") for all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition, the following sections apply for the specific offering referenced:

- (i) Section B shall apply to the Workforce Ready Saas Orders; and
- (ii) Section C shall apply to Workforce Payroll Services.

All orders are subject to the approval of Kronos' corporate office in Lowell, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

This Agreement shall be governed by the state law in which Customer is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain Kronos prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on Kronos net income or business privilege.

6. TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all pre-approved, reasonable and necessary travel incurred by Kronos in the performance of its obligations under this Agreement, in accordance with the Kronos Travel and Expenses Policies as such mutually agreed policies or as mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

7. GENERAL

- (a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute;

changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section B shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

1. DEFINITIONS

"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Equipment delivered prior to the effective date of termination. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or Section B.4 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

- (c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;
- (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
- (e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

3.5 At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any

associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

4.5 Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

7.2 Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

8. Customer content

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
- b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the equipment nor any results to be achieved therefrom.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 Except as specifically provided in this Agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the Services or by any errors, delays, interruptions in transmission, or failures of the Services.

14.2 except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' Suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the services in the Twelve (12) month period immediately preceding the date in which such claim arises.

14.3 Except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' Suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries,

misdemeanors or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage. **14.4** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

SECTION C

PAYROLL PROCESSING TERMS AND CONDITIONS

This Payroll Processing terms and condition Section C, and all included exhibits, schedules, attachments or other addenda (the “Section C”) is made part of the Kronos Workforce Ready Software-as-a-Service WFR Terms outlined in Section A and B (the “WFR Terms”) and governs the provision of the Workforce Payroll Services (the “Payroll Services”) Kronos to Customer.

In rendering the Payroll Services, Kronos will use the Workforce Ready software-as-a-service platform (the “WFR Platform”). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the “Covered Entities”), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from Kronos. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Section C. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by Kronos. Capitalized terms not defined within this Section C are defined in the WFR Terms.

GENERAL TERMS AND CONDITIONS

Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the WFR Terms and this Section C, Kronos shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer’s payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the Kronos Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

1.1.1 Payroll, Tax and Treasury Payroll Services.

- a. Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the responsibilities of Customer and Kronos SaaS set forth throughout this Agreement. Kronos SaaS’s standard descriptions for certain miscellaneous services, such as W2/1099 filing fees, fees for tax accounts with an “applied for” status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, and preparing/filing of amended returns, is described in the Payroll Services Additional Items attached as Attachment 2 (“Payroll Services Additional Items”) and the responsibilities of Customer and Kronos set forth throughout this Section C.
- b. Customer will submit the payroll information to Kronos in the format and including the information specified by Kronos from time to time not less than two (2) Business Days prior to Customer’s scheduled check date. “Business Day” means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association (“NACHA”) operating rules (“Applicable Law(s)”. The deadline for Customer’s submission of payroll is determined by the time zone in which the processing occurs, as follows.

On the date Customer's payroll is scheduled to be submitted, if Customer payroll processing emanates from the Eastern or Central Time Zone, then the deadline for submission is 12:00 p.m. Eastern Time; if Client payroll processing emanates from the Mountain or Pacific Time Zone, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date. If Customer's payroll is submitted timely, Kronos will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. Late submission by Customer may result in delayed processing of banking and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall be responsible and liable for any claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for Kronos to provide direct deposit/ACH Payroll Services (if available), Kronos will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. Customer agrees to be bound by the then-current NACHA operating rules. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

- c. Customer authorizes Kronos to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes Kronos via draw down wire transfer to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "Customer Account") for all payroll tax obligations and credit a like amount to an account designated by Kronos, which may be held in trust by a third party trustee (the "Payroll Services Accounts") not less than two (2) Business Days prior to Customer's scheduled check date of the applicable payroll under this Section C, which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("EFT") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
- d. Kronos shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Section C, nor is Kronos responsible in relation to any taxes which Kronos did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues ("NSF")). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).
- e. Customer shall maintain and provide Kronos accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable Kronos to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, Kronos files a tax return containing "Applied For" status, then Customer agrees and acknowledges that it releases Kronos from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

1.1.2 Additional Payroll Services.

- a. Check Printing and Fulfillment Services. - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same

to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks.

- b. ACH Child Support Processing - means the impoundment and remittance of funds for third party payments via ACH for child support payments to the applicable state child support agencies.
- c. W2 Filing - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, excluding Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- d. 1099 Filing- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for APS to timely fulfill its obligations.

1.1.3 Workforce Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section C.

Article 2. Fees; Billing

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the WFR Terms. Kronos will invoice the Fees for a particular item or Payroll Service on the Billing Frequency and in accordance with the payment terms and processes indicated on the applicable Order Form and in the WFR Terms and this Section C. Customer agrees payment for the Fees will be made by direct debit facility to be established by Kronos, and that Customer will complete all necessary and reasonable forms and documents to establish such direct debit payments. Should Customer cancel direct debit payments during the Term, Kronos reserves the right to suspend the Payroll Services without notice and to terminate the WFR Terms if not reinstated within ten (10) business days of Kronos' written notice to Customer. The Fees set forth in Attachment 2 are subject to change after the Initial Term (as defined in the WFR Terms) upon thirty (30) days written notice from Kronos to Customer.

Article 3. Customer Content

3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Section C, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Section C, each party's use and disclosure of tax

return information pursuant to or in connection with this Section C shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 4. Customer Covenants

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Section C and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Section C and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations two (2) Business Days prior to the applicable check date. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Section C upon notice to Customer.

4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations via Draw Down Wire Except as noted below, all monies caused to be transferred by Kronos on behalf of Customer will be funded via a draw down wire ("Draw Down Wire") initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any WFR Terms necessary to allow Kronos to cause the initiation of Draw Down Wires to Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of a Draw Down Wire, then Customer's payroll and related services

will be delayed or suspended. Customer shall be solely responsible and liable for properly funding its account and ensuring Kronos can effect a Draw Down Wire. For quarter end and year end reconciliation purposes only, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as an exception. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that Draw Down Wires are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the Draw Down Wire. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and except to the extent arising from Kronos' gross negligence or willful misconduct, Customer is responsible for any claim made in relation with exception processing.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Draw Down Wire request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. All payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.

4.4.4 Collection Account Testing. Customer hereby authorized Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of a test Draw Down Wire transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s), which shall be tested as described in this Section 4.4.4.

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all Draw Down Wire drawdown requests and standard ACH transfers received from Kronos and/or

its agent, (b) promptly notify Kronos of any discrepancies between drawdown amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Section C, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Section C with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than three (3) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Section C. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Section C by Customer.

4.9 Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Section C, and the WFR Terms, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos

is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

Article 5. Warranty

5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Payroll Services.

5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Section C and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Section C). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the WFR Terms. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

Article 6. Independent Contractor and Subcontractors

6.1 Kronos is acting as an independent contractor of Customer under this Section C. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Section C shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks

and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties. Upon written request by the Customer, Kronos will notify Customer, in writing, if applicable with the third party used for specifically for the delivery of services for which Customer is ordering the services.

6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is Kronos a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Section C.

Article 7. Effects of Termination

7.1 If this Section C is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the WFR Terms, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this WFR Terms.

Article 8. Customer Responsibility

8.1 Customer is solely responsible for: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any WFR Terms, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. This Section 8.1 shall survive the termination of this Section C.

8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Section C. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may

retain their own counsel at its own expense, subject to Customer's rights above.

Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION C AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS SECTION C, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS SECTION C. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

ATTACHMENT 1

COVERED ENTITIES

Company Name	FEIN	Address	City	State	Zip

ATTACHMENT 2: PAYROLL SERVICES ADDITIONAL ITEMS

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred and the pricing detail and information are outline in the pricing information.

1. W-2/1099 Filings Price is per filing
This fee covers the creation and submission of the electronic files for W2s at the federal and state level. There is no additional fee for printing W2 forms. This fee will apply to all records filed with the SSA each calendar year.
2. NSF Fee the Price is on per transaction basis
If client utilizes the ACH Funding Method and fails to have the required funds in their designated account as required by and provided in the Agreement, causing Kronos to be issued a notice of Non-Sufficient Funds, Kronos, in addition to all its rights under the Agreement, will also charge Client an NSF Fee for each applicable transaction.
3. Fed Wire Fee Price is per wire
4. State Wire Fee Price is per wire
If a client submits payroll that requires federal and/or state taxes to be deposited the same or next day, an additional charge of \$82.50 for federal and \$82.50 for state will be incurred. This would typically only occur if the client has submitted or funded their account late and order to avoid tax penalties Kronos must cause the issuances of a wire for the payment to the tax agency.
5. "Applied For" Status of Tax Jurisdictions Price is /month per account
When a company begins to withhold taxes for their employees in a new state/jurisdiction the company has to apply to that jurisdiction for a tax filing ID number. They are allowed to file tax returns under an "applied for" status until they get their official tax id number. In the application on each of the tax codes, there is a box that can be checked called "Applied For Status" and the actual ID number field is left blank. Kronos will file returns under "Applied For" status but they charge a fee of \$38.50/month until a tax ID number is obtained, because a lot of the work is manual and requires additional effort.
6. ACH Returns/ Notice of Change - 1st/EE account
7. ACH Returns/ Notice of Change - 2nd if on same EE account
8. ACH Returns/ Notice of Change – Additional occurrence if on same EE account
This fee is charged when either an employee's direct deposit account number has been rejected by the bank and the funds cannot be applied to the account (ACH Return), or when there has been a change to the employee's direct deposit routing number or account number that was not updated in the system and the bank has to manually change the information to apply the funds (Notice of Change – NOC). In either case, KRONOS will charge a fee of \$11.00 the first time it occurs for each specific employee direct deposit. If the client doesn't fix the account before the next payroll, and an additional notice from the bank is received, KRONOS will charge an additional \$55.00. Thereafter KRONOS will charge an additional \$82.50 for each notice received on the same employee account.
9. Off Cycle Payrolls
Every scheduled payroll is included in the PEPM charge of \$1.55. This would include the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled

bonus payroll (done each quarter, etc.). Off cycle payrolls occur outside this process. These are usually done to fix errors in the current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or “one off” payroll runs. This fee does not apply to manual checks issued by the client.

- | | |
|--|-------------------|
| 10. Spilt Distributions | Price per split |
| Pay Statements/Direct Deposit Vouchers can be delivered overnight to different locations for each EIN for no additional cost. The Split Distribution fees covers the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same EIN. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi weekly) into one package for distribution. That is not a supported delivery process. | |
| 11. Amended Returns amendment | Price per |
| Filing all applicable payroll federal/state/local tax returns as indicated in this WFR Terms is included in the base PEPM fee of \$1.55. When adjustments are made to prior period payroll transactions that require Payroll Services to create a modified or “corrected” tax return to be filed with the taxing authorities, a fee of \$137.50 will be incurred. | |
| 12. Mailing Individual Checks document | Price per |
| The preferred method of delivery is for each client to have their checks/direct deposit vouchers, W2s and 1099s to be delivered using the client’s FedEx account to central location(s). If the client wants to have the employee’s pay checks, direct deposit vouchers, W2s and/or 1099 statements delivered directly to their home address, this fee (\$0.75) will apply to each form mailed through the USPS and is in addition to the applicable posted fees. KRONOS will guarantee that W2s/1099s will be mailed by January 28 th of each year but cannot guarantee that delivery to the employee will occur by January 31 st of each year. | |
| 13. 1095C Printing printed | Price per form |
| Client’s may request that KRONOS print their 1095C forms at the end of the calendar year. This will require an annual election and clients will be charged the fee above. Forms are only printed on pressure seal stock and shipped to the client for distribution to employees. Clients may also print the forms themselves directly from the Kronos system. | |
| 14. Payroll Rollback—after Payroll Submission Date | Price per request |
| Request initiated by client to rollback a payroll <u>after</u> a payroll submission deadline—each request. | |
| 15. Reopen Quarter End or Year End | Price per request |
| Request initiated by client to reopen a QTR End or YR End—each request. | |
| 16. QTR Filing – Inactive EIN’s each quarter. | Price per return |
| If the client closes a business during the year and wants W-2’s and year end processing completed this fee will apply. The \$137.50 fee is for each quarter and each return filed with zero returns. | |
| 17. Quarter Closing Late Fee EIN | Price per day/per |
| The client closes quarter after the contracted deadline. | |


18. Year End Closing Late Fee
EIN Price per day/per
The client closes year end after the contracted deadline.
19. Reprint of W2 or 1099
reprinted Price per form
Client requests reprinting of a W2 or 1099.
20. W-2 Combined Reporting Print Service — Price is based on
Base Fee + an additional fee per Form
Combined W2 forms as may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. IF so elected at the end of each calendar year, KRONOS will provide your W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the client's address unless regular mail is requested. Copies of the forms will not be available to employees in WFR Employee Self Service but will be provided to client in a separate file.



U.S. Communities - Cobb County

Workforce Management Systems and Related
Products, Services and Solutions

18-6390

A large, abstract network diagram background consisting of a dense web of white and light blue lines connecting various circular nodes of different sizes. The nodes are colored in shades of blue and green, and the overall pattern is set against a gradient background that transitions from dark blue at the bottom to light green at the top. A dashed green arrow curves from the bottom left towards the top left, pointing towards the contact information.

Brian Coopman
Director of Contracts and Procurement
brian.coopman@Kronos.com
(978) 955-6262

Kronos Incorporated
www.kronos.com
900 Chelmsford Street
Lowell, Massachusetts 01851

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BID SUBMITTAL FORM



SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 18-6390
Request for Proposal
Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department

DELIVERY DEADLINE: SEPTEMBER 27, 2018 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: September 27, 2018 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Kronos Incorporated

Contact name: Brian Coopman

Company address: 900 Chelmsford Street, Lowell, MA 01851

E-mail address: info@kronos.com

Phone number: (978) 250-9800 **Fax number:** (978) 367-5900

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

John O'Brien Chief Revenue Officer
(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: 
(SIGNATURE)

TELEPHONE: (978) 250-9800 **FAX:** (978) 367-5900

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Kronos does not offer early payment discounts.

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
The standard maximum delivery date is 7 - 10 days from order acceptance.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **18-6390**; is a firm offer, as defined by section O.C.G.A. (s) **11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES



Kronos Incorporated
900 Chelmsford St.
Lowell, MA 01851

phone +1 978 250 9800
fax +1 978 367 5900
url www.kronos.com

September 27, 2018

U.S. Communities - Cobb County
122 Waddell Street NE
Cobb County Purchasing Department
Marietta, GA 30060

Subject: Workforce Management Systems and Related Products, Services and Solutions – Kronos Proposal

Dear Cobb County and U.S. Communities Selection Committee,

Enclosed with this letter is Kronos Incorporated's response to the U.S. Communities - Cobb County Workforce Management Systems and Related Products, Services and Solutions RFP.

At Kronos Incorporated, our goal for customer engagements is twofold. First is our commitment to establish a long term trusted advisor relationship with our customers. Secondly and equally as important is ensuring your near-term success and the success of any project which falls under Kronos Incorporated's umbrella. We offer a reliable product suite and experienced resources backed by a strong foundation ready to help your organization achieve its goals outlined in the RFP.

KRONOS INCORPORATED HISTORY AND OVERVIEW

Kronos was founded over 40 years ago on October 31, 1977 by MIT alum Mark Ain on the foundation that there had to be an easier way to record employee time. With a team of engineers, Kronos delivered the industry's first patented microprocessor-based time clock in 1979, and has since driven four decades of innovation in the Commonwealth of Massachusetts. In the late 80's, Kronos completed the first of many dealer acquisitions as the company focused on transitioning to a direct sales channel. With strong success in North America, Kronos began to expand internationally. In the late 90's Kronos focused on market leadership and to meet the unique needs of our customers, we verticalized our operations in a major go-to-market strategy shift, developing even deeper industry-specific expertise and product functionality. In 2001, Kronos released the Workforce Central product suite followed in 2002 with the release of the Kronos 4500 time clock. By 2007 Kronos disrupted the workforce management industry, yet again. After many years of being a public company, we went private with a renewed focus on innovation and a heavy investment in mobile, cloud-based solutions. Cloud continued to be the fastest growing part of the business with 90 percent of all new customers choosing cloud solutions.

Today, Kronos is a single-source provider and global leader in workforce management solutions that enable organizations to control labor costs, minimize compliance risk, and improve workforce productivity. Over 35,000 organizations in more than 100 countries — including more than half of the Fortune 1000®, — use Kronos time and attendance, scheduling, absence management, HR and



payroll, hiring, and labor analytics applications. Widely recognized as a market and thought leader in managing the workforce in the cloud, Kronos has unrivaled reach with more than 40 million people using a Kronos solution every day. Due to our continued growth and expansion, we completed our corporate HQ move to Lowell, Massachusetts to a building with state-of-the art technology and amenities aimed to inspire employees. We are proud to employ more than 5,000 "Kronites" in 70 offices and 16 countries around the world. Today, we are recognized by industry analysts as the global leader in workforce management and human capital management.

Kronos is one of the largest employers in Lowell and we intend to bring more than 400 new jobs to Massachusetts over five years as the company continues its aggressive pace of hiring, adding to its workforce of 5,300 Kronites in 70 offices worldwide. In FY2017, Kronos generated \$1.3B in revenue and we are committed to pushing growth and innovation by investing more than 10 percent of total revenue each year into R&D. In fact, R&D investment has topped \$500 million over the last five years alone. On top of innovations that are purpose-built for our customers and the industries they serve, this investment puts a premium on ease-of-use, ease-of-ownership, time to value, pushing intelligent insights to our customers' fingertips, and cloud leadership. Based on our history, how much we invest in innovation, financial stability, and market leadership, Kronos will continue to be successful in a forever changing marketplace.

KRONOS INCORPORATED PROPOSAL

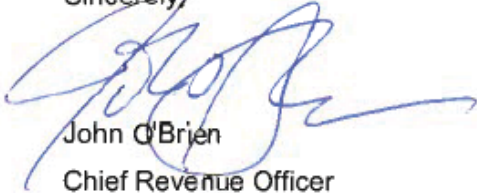
In support of our proposal, Kronos Incorporated has committed a team of industry experts to work with the evaluation team during the procurement process. Please note that this offer to U.S. Communities - Cobb County is valid for 90 days from the date on the cover page of this proposal. In addition, Kronos Incorporated has included one (1) hardcopy of our audited financial statements, separately sealed, and labeled "Confidential" in support of the *Financial Statements* section of this proposal.

Brian Coopman, Director of Contracts and Procurement, is authorized to clarify and/or negotiate on all aspects on the scope of products and services on behalf of Kronos Incorporated. John O'Brien, Chief Revenue Officer, is authorized to bind Kronos Incorporated to a contract.

Thank you for your time and consideration of Kronos Incorporated's Workforce Dimensions, Workforce Central, and Workforce TeleStaff solutions. Again, we would like to reiterate how excited we are by the prospects of working with U.S. Communities, Cobb County, and all participating agencies. We pledge our commitment to rapidly deploying a successful workforce management solution. Brian Coopman will be your point of contact for this proposal. Should you have any questions or need further explanation, please feel free to contact him directly by telephone at (978) 955-6262 or by email at brian.coopman@kronos.com.

We look forward to working with the U.S. Committee's Selection Committee, County Manager and Board of Directors. If you have any questions, please do not hesitate to contact me at (978) 955-6262 or by email at brian.coopman@Kronos.com.

Sincerely,



John O'Brien
Chief Revenue Officer

Kronos Incorporated



SECTION ONE

Executive Summary

Public sector organizations operate under the scrutiny of the public eye, with tight budgets and complex workforce management rules that are designed to ensure quality services are provided at a minimal cost to the taxpayers. Leading these organizations are fiscally responsible individuals who have sworn an oath to uphold the rules that govern and to provide leadership to the public servants who are employed within. As a public sector organization there is no room for error, particularly in the realm of workforce management. Cobb County and U.S. Communities require an experienced and trusted vendor who has proven to provide workforce management solutions and services within the public sector.

THE RIGHT SOLUTION

Kronos is responding to RFP 18-6390 with the understanding that Cobb County and U.S. Communities have a need for a contracting vehicle for workforce management that must fit the needs of a wide variety of public sector/education organizations. In addition to our experience, Kronos has provided details on the proposed solutions, services, and pricing that supports the company's qualifications that Cobb County and U.S. Communities can depend on. We know a thing or two, because we've SEEN a thing or two.

Kronos solutions solve the workforce management requirements presented in the RFP, including the need for time and attendance, scheduling, staffing and reporting. With Kronos you will find:

- A Proven and Trusted Partner: With over 2,000 implementations in the Public Sector, Kronos has an unparalleled track record of success.
- Proven and Versatile Solutions that Minimize Risk for Larger, More Complex Organizations.
- Flexibility and Low Cost for Less Complex Organizations.


Kronos continuously invests in our solutions, so our clients can take advantage of the latest technology platforms, and be assured that their partnership with Kronos will be viable through the technology challenges of the future. Many of our clients have migrated through multiple Kronos platforms over the decades, as well as changes to their supported technologies, upgrades to their other business systems, and emerging standards of security and accessibility.

PUBLIC SECTOR EXPERIENCE

Kronos has been a global leader in workforce management solutions for over 40 years and our public sector customers represent some of our longest-standing customers. To date, Kronos has implemented timekeeping and related solutions in over 2,000 public agencies. Our experience with the public sector spans across Federal, State, Local, and Public Education. These customers vary in size from the small (30 employees) to the large (30,000 employees), proving how scalable and flexible Kronos solutions really are.

Nine years ago Kronos made a significant organizational change in response to our customers' requests to better meet their needs. At that time Kronos reorganized into 5 business units with one of those units comprised of all State, Local, Higher Education, K-12 and Federal organizations. Our customers demanded that we have a company division solely dedicated to the public sector and we





responded. This division now brings unique public sector expertise demonstrated throughout our engagement with customers. This is evident starting with the presales process continuing all the way through to post implementation support.

Kronos offers unique public sector focused solutions in training and change management services designed to recognize the specific challenges that public agencies face in the rollout of software solutions.

FINANCE OPTIONS

Public agencies require flexibility in a product, service, or even payment method. Kronos is committed to these requests. Due to our unique and incredibly solid financial position, Kronos is able to work directly with our clients to provide financial options that are typically unavailable by other vendors. Kronos offers a variety of financial options including back loading finance options, leasing, or evenly distributed payments throughout a defined period of time. Kronos is committed to working with each individual participating agency to find the most cost effective solution that meets your needs.

IN CONCLUSION

Kronos understands the importance of finding the right partner to automate workforce management processes. Don't compromise with a solution that isn't a true fit for the public sector.

RFP ADDENDA

- Kronos acknowledges receipt of Addendum #1, dated September 19, 2018
- Kronos acknowledges receipt of Addendum #2, dated September 24, 2018





**COBB COUNTY
PURCHASING DEPARTMENT**

122 Waddell Street NE
Marietta, GA 30060
770.528.8400 • Fax: 770.528.8428
purchasing@cobbcounty.org

William J. Tommie, Jr., CPMO
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 18-6390

Request for Proposal

**Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department**

Date: September 19, 2018

Page 1 of 7

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions, Clarifications from Pre-Proposal Meeting held on September 11, 2018
- Questions Submitted in Writing
- Sign-In Sheet from Pre-Proposal Meeting

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Kronos Incorporated _____

Company Name

September 20, 2018 _____

Date



Signature

John O'Brien _____

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.





**COBB COUNTY
PURCHASING DEPARTMENT**

122 Waddell Street NE
Marietta, GA 30060
770.575.8400 • Fax: 770.575.8478
purchasing@cobbcountygov.org

William J. Lomnie, Jr., CPPC
Purchasing Director

ADDENDUM No. 2

**Sealed Bid # 18-6390
Request for Proposal**

**Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department**

Date: September 24, 2018

Page 1 of 3

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Kronos Incorporated

Company Name

September 24, 2018

Date

Signature

John O'Brien

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.





Company Background / Profile

a. Legal name, address, phone number, and website address.

Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851 (Corporate Headquarters)
Phone: +1 (978) 250-9800
Fax: +1 (978) 367-5900
website: www.kronos.com

b. Date business was established under current name.

Kronos became a corporation on October 31, 1977 (in the Commonwealth of Massachusetts).

c. Size of company including the total number of employees.

Total Employees: 5,453

d. Type of ownership or legal structure of business

Kronos Incorporated, a privately owned Massachusetts company, provides a suite of solutions that help organizations control labor costs and improve productivity. Kronos Incorporated's solutions, which include time and attendance, scheduling, absence management, human resources, payroll, recruiting, and labor analytics, are designed for a wide range of organizations from single-site to large multi-site enterprises.

Kronos Acquisition Corporation (Kronos Acquisition) (fka Seahawk Acquisition) and Seahawk Merger Sub Corporation (Seahawk Merger Sub), a wholly owned subsidiary of Kronos Acquisition, were formed on March 21, 2007 for purposes of acquiring Kronos Incorporated.

Kronos Parent Corporation (fka Seahawk Acquisition Holdings Corporation) was formed on June 5, 2007 and acquired all of the outstanding stock of Kronos Acquisition.

On June 8, 2007, shareholders of Kronos Incorporated approved and adopted the Agreement and Plan of Merger, dated as of March 22, 2007 (the Merger Agreement), by and among Kronos Acquisition, Seahawk Merger Sub and Kronos Incorporated. The acquisition of Kronos Incorporated (the Merger), which was completed on June 11, 2007, was primarily financed by Hellman & Friedman Capital Partners VI, L.P. (H&F) and JMI Equity Fund V, L.P. (JMI), the Company's private equity sponsors. Under the terms of the Merger Agreement, Seahawk Merger Sub was merged with and into Kronos Incorporated, with Kronos Incorporated continuing as the surviving corporation. Upon completion of the Merger, Kronos Incorporated became a wholly owned subsidiary of Kronos Acquisition. See Note 9 for further discussion of the terms of the Merger.



For purposes of the disclosures below, references to “the Predecessor” relate to the accounts of Kronos Incorporated for the period from October 1, 2006 through June 11, 2007 (the Predecessor Period), while references to “the Company” relate to the accounts of Seahawk Merger Sub for the period from March 21, 2007 (inception) through June 11, 2007, and the accounts of Kronos Incorporated for the period from June 12, 2007 through September 30, 2007, and the years ended September 30, 2008 and 2009 (collectively, the Successor Periods).

e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

We cannot respond to this question since we do not track this information and, to a certain extent, such information would be confidential. Customer cancellation, in any event, is rare because of Kronos' excellent track record of successful implementation.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

PROPRIETARY AND CONFIDENTIAL – NOT TO BE DISCLOSED TO THIRD PARTIES



g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

PROPRIETARY AND CONFIDENTIAL – NOT TO BE DISCLOSED TO THIRD PARTIES







Experience – Attachment B – References



ATTACHMENT B- REFERENCES

Please list five (5) Workforce Management contracts that are representative of your firm’s work and services. Public agency contract references are preferred. Referenced projects must have been ongoing for at least one (1) year or completed within the last three (3) years. If additional space is required, provide on a separate sheet.

Reference 1

Public Agency Name: Cobb County, GA Phone: 770-528-8712
Contact: Tara Crisp Email: tara.crisp@cobbcounty.org
Title: Technology Services Mgr, Client Services
Address: 100 Cherokee St, Ste 520
Marietta, GA 30090

Description of services provided:

Workforce Central for 5400 employees; Full implementation of a robust suite of HCM software and hardware solutions including 69 time clocks and ongoing professional, educational, and support services.

Total dollar amount: \$874,000 lifetime HCM investment

Reference 2

Public Agency Name: City of Houston Phone: 832-393-0291
Contact: Reenie Askew Email: reenie.askew@houstontx.gov
Title: Deputy CIO
Address: 611 Walker, 9th Floor
Houston, TX 77002

Description of services provided:

Workforce Central for 26,400 employees. Full implementation of a robust suite of HCM software and hardware solutions to include 259 time clocks and ongoing professional and educational services.

Total dollar amount: \$14.6 million lifetime HCM investment

Reference 3

Public Agency Name: DeKalb County Phone: 404-371-3046
Contact: Melissa Liburd Email: mlliburd@dekalbcountyga.gov
Title: Systems Analyst
Address: 120 West Trinity Place, Room L8
Decatur, GA 30030

Description of services provided:

Workforce Central for 8,750 employees. Full implementation of a robust suite of HCM software and hardware solutions to include 124 time clocks and ongoing professional and educational services

Total dollar amount: \$1.7 million lifetime HCM investment



Reference 4

Public Agency Name: Mountain Education Charter High School Phone: 706-219-4664
Contact: Becky Allison Email: becky.allison@mymec.org
Title: Payroll Coordinator
Address: 65 Kenimer St.
Cleveland, GA 30528

Description of services provided:

Workforce Ready including ACA Manager for 15 employees including support services and time clock functionality.

Total dollar amount: \$288,000 lifetime HCM investment

Reference 5

Public Agency Name: Ionia County Intermediate School District Phone: 928-537-6011
Contact: Tonya Steinhoff Email: tonyas@show-low.k12.az.us
Title: Payroll / Benefits
Address: 500 West Old Linden Road
Show Low, AZ 85901

Description of services provided:

Workforce Ready Timekeeping and Workforce Ready accruals for 250 employees; includes 11 time clocks and professional and support services.

Total dollar amount: \$162,000 lifetime HCM investment



Product Information / Service Capability

PLEASE SEE **SECTION THREE - PRODUCTS, SERVICES AND SOLUTIONS** FOR ADDITIONAL DETAILS.

Kronos is a single-source provider of the following product families:

- **Workforce Management** - Creating best-fit schedules, tracking time and attendance, administering absence and leave, and measuring productivity are vital to managing and retaining a high-performing workforce. Kronos® workforce management solutions are purpose-built for your industry to help you drive business outcomes by engaging your employees, controlling labor costs, increasing productivity, and minimizing compliance risk. Kronos solutions are tailor-made to meet your industry’s unique needs with flexible scheduling tools, unmatched absence management and timekeeping capabilities. The powerful reporting tools and analytics features give companies the insight to make strategic decisions. With a Kronos workforce solution, you can manage and engage thousands of employees across multiple locations worldwide with true global enterprise visibility and accountability.
- **Human Capital Management** - To attract and retain top-quality talent today, human resource professionals need an integrated set of tools for managing and nurturing their organizations’ most valuable strategic advantage from pre-hire to retire. Powered on a unified platform, the Kronos® human capital management (HCM) solution embraces your entire workforce with end-to-end employee lifecycle management. On its common platform, the Kronos HCM solution integrates HR, time and attendance, payroll, scheduling, and more for a streamlined and efficient way to manage and nurture your employees — while giving managers single-source access to real-time employee data for driving productivity, increasing employee engagement, and making more informed business decisions.
- **Kronos for State and Local Government** - Kronos® solutions for state/local government agencies help control labor costs, minimize compliance risk, and maintain accountability and transparency. Designed for your unique needs, our solutions automate and streamline management of attendance and leave policies and provide valuable on-demand visibility, mobile employee self-service, and robust public safety scheduling.
- **Kronos for K12** - Kronos® for K-12 Education solutions help create time and attendance efficiencies so you spend less time on administrative processes and more time on academics and programs. We help you manage your most critical workforce issues with tools that simplify extra-duty time, minimize compliance risk, improve visibility into sub time, and enable data-driven decisions.
- **Kronos for Higher Education** - Kronos® for Higher Education helps you manage professional, union, auxiliary, and student workforces all at the same time. Our automated tools streamline processes and help rein in costs, improve workforce productivity, and maximize budgets — all critical to meeting your missions for student learning, research, and community support.
- **Kronos for Public Safety** - Maintaining adequate staffing levels amid shrinking resources and complex compliance requirements is next to impossible using outdated manual processes.



Kronos® for Fire and EMS and the Kronos Workforce TeleStaff™ automated staffing solution can help your organization schedule more efficiently while controlling labor costs and minimizing compliance risk.

- **Kronos for Non-Profits** - Kronos® for Nonprofits offers easy-to-use, easy-to-own solutions that help not-for-profit organizations control labor costs, minimize compliance risk, and have quality interactions with their clients and communities. We help you manage costs so you can invest more of your limited funding and resources into supporting your critical services, programs, or important cause.



Kronos offers the following services:

- **Implementation services** help you get started on the right foot with full discovery, project planning, assessment, system build, certification and testing, and go-live support.
- **Cloud services** offer you a single point of contact and single bill for software and IT infrastructure. Kronos delivers hosted applications remotely over a Virtual Private Network (VPN) at a fixed price. You can rapidly deploy applications with a reduced upfront cost and without any IT burdens.
- **Consulting services** include productivity services, technology services, product extensibility services, industry consulting, education consulting, and cloud readiness assessment to help organizations get the most out of their systems after implementation.
- **Educational services** keep your staff up to date on product developments and provide them with in-depth technical knowledge.
- **Support services** provide peace of mind throughout your Kronos relationship by keeping your hardware and applications running smoothly.
- **Self-help services** through the Kronos Community. The Kronos Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that includes product support and knowledge base. The Kronos Community allows you to share product ideas, chime in on valuable discussions, and collaborate with an engaged network of peers.
- **Customer Success services** is our promise to be your advocate and partner. Once we set off on your Kronos cloud journey, our team works to accelerate value at every point. Autopilot isn't our



style, so simply identifying your business goals isn't how we work. Instead, we provide the training, thought leadership, tools, and data you need to cruise a one-way street toward success. We'll be there to give you clear, timely directions — and bring all the right people and resources together at the right time along your route.

a. Include detailed catalogs, descriptive literature, and/or a website address that lists all services and associated items that can be provided by the Proposer under this contract.

Kronos is pleased to provide you with a detailed listing of all of our catalogs and descriptive literature at the following website <https://www.kronos.com/us-communities>. You can find our services here <https://www.kronos.com/kronos-services>.

b. Provide detailed information on service capabilities of your offering.

Kronos has wide range of services we offer to our customers. These include:

- **Kronos Paragon Implementation Methodology**
- **The Kronos Community**
- **Workforce Dimensions Services**
- **Workforce Ready Services**
- **Workforce Central and Workforce TeleStaff Services**

Kronos Paragon Implementation Methodology

The Kronos Paragon implementation methodology provides a structured approach for project implementation, supported by strong project management and flexible education offerings. It has been created, developed and refined over years of successfully implementing the Kronos Workforce Suite of products. Kronos Paragon is unique because it leverages our experience implementing workforce management. We created proprietary technology that catalogs the knowledge of hundreds of our consultants and proven configurations.

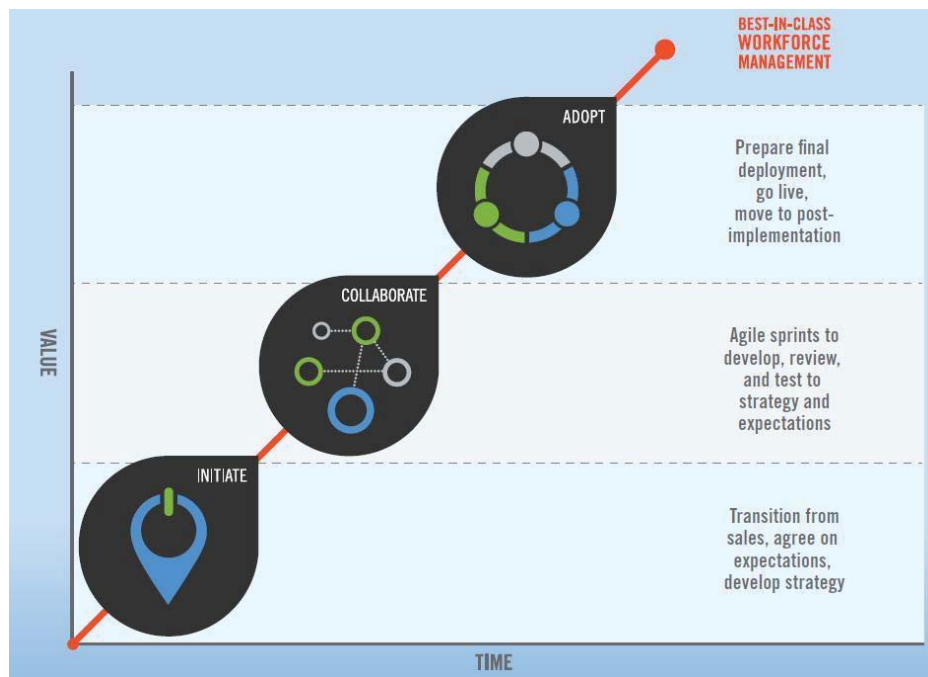
Paragon is unique because of the simple way it accelerates the value you get from your software. We will work online together using a workspace containing all of the project materials and communications needed for the project team. Once your system is setup, Paragon will generate testing scripts which help verify programming quickly. The dynamic documentation tool will develop a complete documentation set any time as needed. When we kickoff the project, we recommend people you'll need for your team, we'll plan your training, we'll write testing scripts and help manage change in your organization. Collaboration happens quickly because you are using the software immediately. Configuration changes are made sooner so you can confirm they are working for your organization. Before you know it, your system will be up and running and you'll be more comfortable using it because you've been learning since the start.

Project Managers and Consultants guide the team through an efficient and proven process by providing assistance during all phases. The core methodology is adaptable and responsive to an individual project's requirements, while still providing relentless repeatability and a consistently high quality Customer experience. The expertise of our people, coupled with their considerable Kronos tenure,



provides you with faster answers and fewer problems, resulting in lower total cost and improved time to value.

Effective education of your workforce is critical to solution acceptance, self-sufficiency, and long-term productivity gains. Our certified Kronos instructors deliver knowledge in many ways so your employees learn how to get the most out of the Kronos solution. Kronos' number one priority is to satisfy the needs of our Customers. That's why throughout the project, we will regularly be assessing your satisfaction level with the implementation process. Are your expectations being met? Are your goals being achieved? Do you feel that all phases of the process are progressing smoothly? We welcome your feedback throughout the engagement. Even if we do not hear from you, we will periodically seek specific feedback on your satisfaction with the implementation's progress. Plus, we will conduct a final implementation survey as part of our efforts to improve our implementation methodology and services.



Initiate Phase

Decades of experience working with similar organizations in your industry and regions help us define an implementation strategy that delivers rapid time to value.

- Engage the project team
- Develop the project plan and deliver the online workspace
- Set goals and success criteria
- Develop strategies for change management, education, and testing
- Confirm customer readiness





Collaborate Phase

Leveraging a proven industry configuration, Kronos Paragon allows for an emphasis on product usage that sets your experience apart.

- Train the project team
- Deliver a recommended industry configuration
- Use agile techniques to refine the configuration to meet your requirements
- Execute accelerated testing to resolve issues
- Generate dynamic documentation

Adopt Phase

When you deploy Workforce Central in the cloud, your organization will realize more effective workforce management and immediate competitive advantage.

- Complete deployment readiness and confirm that all success criteria have been met
- Train end-users
- Finalize production and deployment
- Initiate and support go live
- Transition to post-implementation support
- Complete the Customer Experience survey

Kronos offers the industry's most comprehensive services portfolio. From small and midsize businesses to large global enterprises, Kronos can put together a services plan that makes sense for you. Implementation, business consulting, employee training and user adoption, technology support, and more — Kronos can help you every step of the way.

When you invest in a Kronos solution, you are getting cutting-edge technology complemented by award-winning service and support. We help you get the best return on your investment and provide a lower cost of ownership over the life of your solution. And our experts are always available to help you maximize performance. Below is a description of Kronos' services with links to more information.

Please see the **Kronos Paragon Fact Sheet** in the ***Additional Information – General Kronos Attachments*** section of this proposal for further details.



The Kronos Community

As a Kronos customer, you will have access to the Kronos Community where you can connect with Kronos customers, partners and product experts to get help, training and share ideas. Discover the tools and resources you need to maximize your Kronos solution, and tap into the educational offerings, remote customer support, eCase management, customer forums, documentation, and more that Kronos experts support. Please see the **Kronos Community Fact Sheet** in the **Additional Information – General Kronos Attachments** section of this proposal for further details.

Access to the Kronos Community includes:

- **Cases** - Creating and managing a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. Once you create a case, you can also add attachments. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.
- **Get Answers** - Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more. And if you can't find your answer, you can always ask a question for others on the Community to answer.
- **Learn** - Community offers easy access to Kronos training, thought leadership newsletters, and expert insight blogs. Community also offers access to Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which can help improve compliance with one-stop information on up-to-date law, regulation, and industry trend summaries powered by Wolters Kluwer.
- **Discussions** - Connect with Kronos customers, partners, and product experts in Discussion Groups that are organized by product, industry, or special interest. With thousands of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.
- **Ideas** - Have ideas for product or Kronos Community improvements? Kronos listens to all of our customers. Simply access the Community to add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.



Workforce Dimensions Service Capabilities

WORKFORCE DIMENSIONS IMPLEMENTATION SERVICES

Kronos utilizes the proven Paragon implementation methodology described at the beginning of this section for implementation services. With Paragon, we start off on the right path with a strategic plan and insights on best practices that guide you to success. Our team of expert consultants will help you achieve smart value fast with services that help you get the most from your Kronos solution. Once you're live, we're there to make sure you unlock your solution's full value, positioning you to achieve early success and ROI. Our people, our expertise, and our time-proven processes get you up and running fast with a solution that is easily deployed and managed in the cloud. Please refer to **Kronos Paragon Implementation Methodology** detailed at the beginning of this section for details.

WORKFORCE DIMENSIONS CUSTOMER SUCCESS PLANS

Optimize productivity and performance with cross-functional support, comprehensive education tools, and outcome-driven customer success management. Our three Customer Success Plans offer you the flexibility to choose the success approach that best meets your unique business needs – accelerating value at every point in your customer journey and empowering you with everything you need to succeed. Please see the following datasheets in the **Additional Information – Workforce Dimensions Specific Attachments** section of this proposal:

- **Workforce Dimensions Customer Success Overview**
- **Workforce Dimensions Customer Success Plans Data Sheet**

WORKFORCE DIMENSIONS DEPLOYMENT SERVICES

Get your teams up and running fast with Kronos Paragon — a value-centric deployment approach that leverages iteration and expertise through our skilled consultants and the use of proprietary technologies. Paragon streamlines the deployment of your Kronos solution in the cloud and speeds your time to value, getting a working solution in your hands faster than ever before. And harness the power of data to further accelerate the time to value of your Kronos investment. Our integration services make it easy to share Workforce Dimensions data and streamline successful API integrations across your key business systems.

Please see the following datasheets in the **Additional Information – Workforce Dimensions Specific Attachments** section of this proposal:

- **Workforce Dimensions Data Extraction Tool Datasheet**
- **Workforce Dimensions API Empowerment Services Datasheet**



WORKFORCE DIMENSIONS EDUCATIONAL SERVICES

Kronos Educational Services provides individualized, role-based, just-in-time learning to prepare your core project team and increase user acceptance of your new solution. Receive the right training at the right time and maximize ROI with Kronos KnowledgeMap™ — a progress tracking, online education portal providing anytime, anywhere access to learning and performance support resources — and the opportunity to leverage personalized, instructor-led training. Please see the following datasheet in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **Workforce Dimensions Kronos KnowledgeMap**

WORKFORCE DIMENSIONS SUPPORT SERVICES

When you need assistance above and beyond what your Customer Success Plan provides, we've got you covered. Protect your Kronos Timeclocks — and your peace of mind — with Equipment Support Services or partner with a Technical Account Manager for dedicated technical support coupled with a deep understanding of your business needs. Please see the **Products, Services and Solutions** section of this proposal for details on support services. In addition, please read in the following sections:

- ***Additional Information – General Kronos Attachments***
 - **Kronos Technical Account Manager Datasheet**
- ***Additional Information – Workforce Dimensions Specific Attachments***
 - **Kronos Equipment Support Services**

WORKFORCE DIMENSIONS ADVISORY SERVICES

Advisory Services offers success-oriented, best practice direction to guide you through your customer journey and achieve continuous value from your solution. Count on industry experts to help drive standardization and global strategy and map a long-range plan for success. Moving to Workforce Dimensions? We're here to help with a smooth migration. Workforce Dimensions Migration Assessment is carefully designed to prepare you for a seamless transition. Please read in the following sections:

- ***Additional Information – General Kronos Attachments***
 - **A Workforce Management Global Approach Datasheet**
- ***Additional Information – Workforce Dimensions Specific Attachments***
 - **Workforce Dimensions Migration Assessment Datasheet**



Workforce Ready Services

WORKFORCE READY IMPLEMENTATION SERVICES

Organizations preparing to implement Workforce Ready want to maximize their investment by getting up and running as quickly and efficiently as possible, with minimal disruption to their organization. A well-managed implementation — completed on time and within budget — gets you off to a strong start and lays the foundation for early success. But while process and software functionality are important elements of a successful implementation, our implementation goal is more broadly focused on the ability to reach full, effective user adoption.

Our Time to Value (TtV) Deployment is designed to achieve a fast “time to value” by quickly deploying your core module (TK, HR, PR) functionality to establish your system’s foundation and then adding modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources. Achieving this goal requires close collaboration between Kronos and your organization. It starts with a plan designed to ensure that the Workforce Ready solution we deliver meets all your specified requirements. We’ll work with you to build an implementation plan that:

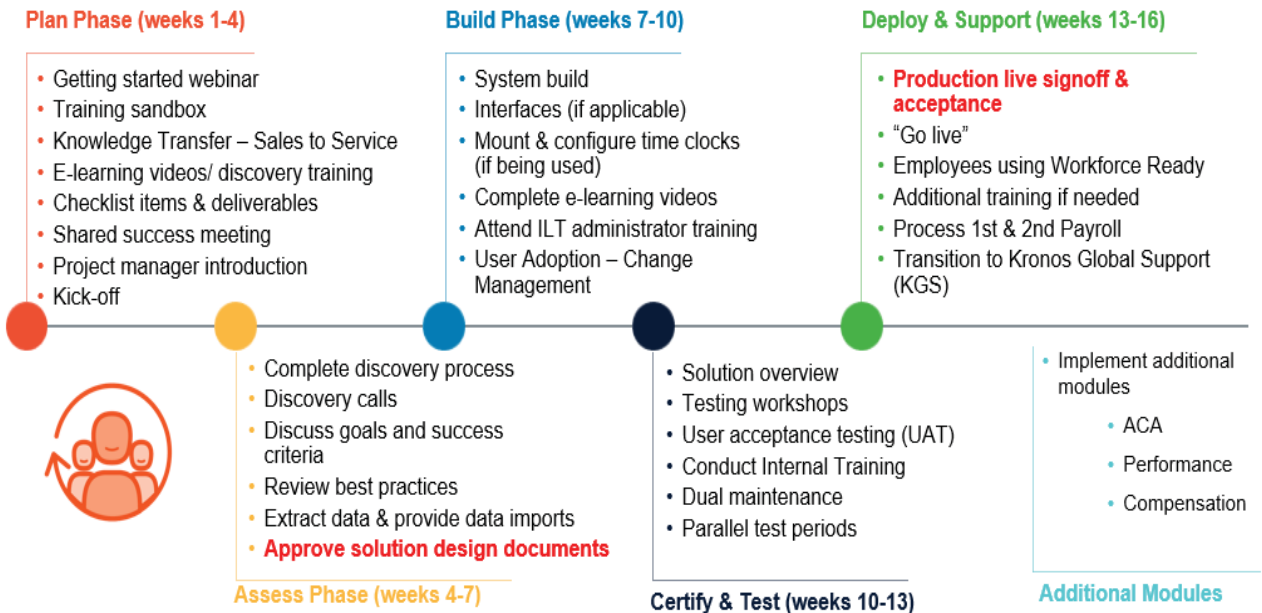
- Takes advantage of our TtV deployment model
- Reflects your organization's size, industry, and specific business needs
- Outlines your contributions to project success, including executive sponsorship, project team responsibilities, and resource commitments
- Allows you to manage resource and timeline expectations within your organization
- Incorporates quality checkpoints to ensure your ongoing satisfaction and minimize the risk of missteps or schedule delays

The project plan for your implementation will include specific goals and milestones. These milestones are defined throughout the project, enabling the project manager to review the scope and quality of the project prior to progressing to the next phase of the project. At each milestone, we’ll formally ask for your feedback to assess progress.

The remote Kronos team is equipped to help keep you on target for meeting project milestones and requirements, and to help you configure and deploy your Kronos Workforce Ready® solution to meet your organization’s specific requirements. Your organization's participation and commitment to the project goals and timeline are critical to help ensure fast TtV.

Please refer to the Workforce Ready sample timeline below:





* Your Workforce Ready Implementation time line may vary from this sample time line depending on the products purchased.

After signing with Kronos you will move from our Sales to our Service Department through a series of internal knowledge transfer calls between our Service and Sales departments. The meetings are geared towards bringing our Service team up to speed on your account and prevent us from having to ask you the same questions in the Service engagement that we did during the Sales engagement. A Kronos Project Manager and Implementation Consultant (may be multiple Consultants depending on the product mix purchased) are assigned to your account and the implementation process begins. Kronos uses a proven five-phase approach to our implementations.

Workforce Ready Implementation Phase 1

The first phase is a Planning phase which consists setting the stage and expectations for the upcoming implementation. It is during this time that the initial project timeline will be established. High-level goals of the Planning phase:

- Introduce the members of both Kronos and Customer Project Teams
- Provide access to your training sandbox
- Review and set the correct expectations of the project
- Complete checklist items for gathering your required documents
- Provide an overview of the implementation process





Workforce Ready Implementation Phase 2

The second phase is the Assessment phase. During this phase you and your Kronos Implementation Consultant will work together to document your pay policies. It is crucial that you attend all meetings complete any documentation required. High-level goals of the Assessment phase are:

- Review and document business policies
- Review and document interface specifications
- Identify and mitigate potential risks
- Establish tentative project plan and Go Live date
- Sign-off on discovery documents

Workforce Ready Implementation Phase 3

The third phase is the Solution Build phase. During this phase your Implementation Consultant will configure your system based on the information provided during the Assessment phase. Your Consultant(s) will conduct most of the configuration during this phase. However, you should be available to answer questions and attend meetings during this phase if your Consultant has any questions. During this time your team will be required to attend Instructor-Led Administrator training on specific functions of the Workforce Ready solution. High-level goals of the Solution Build phase are:

- Configure the Workforce Ready system with the information gathered during the Assessment phrase
- Complete Instructor-Led Administrator training
- Unit testing of the system
- User Adoption and Change Management strategy
- Certify the solution

Workforce Ready Implementation Phase 4

The fourth phase is the Testing and Training phase. Testing is a critical step to achieving a successful implementation. Your Implementation Consultant will unit test your system based on the information gathered during the Assessment phase. However, it is your responsibility to complete additional testing to ensure that the documented policies and automation are working as expected. High level goals of the Testing and Training phase are as follows:

- Conduct training for administrators and managers
- Client testing of the system
- Clock training and biometric enrollment (if applicable)
- System cutover planning





Workforce Ready Implementation Phase 5 (Final Phase)

The final phase is the Go Live phase. During the Go Live phase you will start using Workforce Ready to capture time for your upcoming payroll. The project team will stay engaged for two additional pay periods once you are live on the solution. High-level goals of the Go Live phase are:

- Ensure clocks are online and collecting data
- Ensure employees and managers are using Workforce Ready
- Finalize remaining training for employees and managers
- Process a live payroll

After completing all five phases and a successful payroll run we will conduct a transition call from our Service department to our Support department to help transition your account from Service to Support department.

Please see the following datasheets in the **Additional Information – Workforce Ready Specific Attachments** section of this proposal:

- **Getting Started with Kronos Workforce Ready Implementation Services Fact Sheet**

WORKFORCE READY SUPPORT SERVICES

Hosting support is available 24 hours a day, 7 days a week, 365 days per year. Kronos Global Support (KGS) Workforce Ready technical Support Services provides the answers and assistance you need, complementing your existing resources and continually expanding the value you receive from your Kronos system. Support Services are available to help every area of your organization achieve optimal software and hardware productivity and peak performance for improved bottom-line results. Please see the **Products, Services and Solutions** section of this proposal for details on support services.

WORKFORCE READY EDUCATIONAL SERVICES

Tap into My Learning, an online portal with demonstrations, hands-on practice simulations, and job aids, to ensure you’re making the most of your Workforce Ready investment. Accessed directly through the Workforce Ready interface, My Learning helps employees begin to use Workforce Ready quickly and consistently. Use it to onboard new hires, assist with employee transitions to management roles, stay current on product enhancements, and more. Keep your professional certifications current by attending classes and seminars available through our professional affiliations.



Workforce Central and Workforce TeleStaff Specific Services

WORKFORCE CENTRAL AND WORKFORCE TELESTAFF IMPLEMENTATION SERVICES

Kronos utilizes the proven Paragon implementation methodology described at the beginning of this section for implementation services. One of the most important steps in helping you achieve rapid value from your workforce management solution is starting with a smooth implementation — to get you and your teams up and running fast! From our proprietary Kronos Paragon™ application implementation methodology, and simplified cloud deployment for fast and easy upgrades, to advanced testing options to help ensure immediate success. Our online project work space, dynamically created documentation, and accelerated testing speed your time to value. Please refer to **Kronos Paragon Implementation Methodology** detailed at the beginning of this section for details.

WORKFORCE CENTRAL AND WORKFORCE TELESTAFF SUPPORT SERVICES

Enjoy peace of mind throughout your Kronos relationship thanks to comprehensive, award-winning customer support designed to deliver value to every facet of your organization, not just IT. Kronos Support Services provides software and equipment support online or on the phone when you need it. With a variety of support options available, you get the level of support your team needs to ensure your applications run at optimal performance. Please see the **Products, Services and Solutions** section of this proposal for details on support services. In addition, please refer to the following section:

- ***Workforce Central and Workforce TeleStaff Specific Attachments***
 - **Kronos Support Services at a Glance Technical Datasheet**

WORKFORCE CENTRAL AND WORKFORCE TELESTAFF EDUCATIONAL SERVICES

You've invested in a workforce management solution — and Kronos Educational Services is here to help you make the most of it. As your education partner, we provide individualized, role-based learning that supports user acceptance, delivers employee-specific training, and maximizes solution success and ROI within your organization.

WORKFORCE CENTRAL AND WORKFORCE TELESTAFF ADVISORY SERVICES

With over 40 years of workforce management expertise, we're here with best practices insight to support your workforce management journey. Count on our expertise to lead you down the best path toward efficiency and help build a strategy that will ensure you're getting continuous value from your Kronos system. Please see the following datasheet in the ***Additional Information – General Kronos Attachments*** section of this proposal:

- **A Workforce Management Global Approach Datasheet**



c. Complete the Statement of Work Questionnaire in Attachment A.

Attachment A – Statement of Work Questionnaire

1.0 DATA COLLECTION

	Requirement	Y	N
1	Data collection terminals shall support bar code, magnetic stripe, proximity readers, and biometric capabilities such as finger scan technology.	X	
2	Data collection terminals shall support on-line and offline modes.	X	
3	In online mode, transactions shall be transmitted from the data collection terminal to the database in real time	X	
4	Data shall be stored at the data collection terminal until confirmation of successful transfer is received to prevent data loss. Transactions shall be available for exception reporting, on premise reporting and pay rule calculation in real time.	X	
5	Data at the data collection terminal shall be secure and stored in nonvolatile memory in off-line mode to prevent data loss in case of power failure.	X	
6	The solution shall accommodate recorded entry rounding to the nearest tenth hour, quarter hour, or actual time for start and stop as well as meals and breaks.	X	
7	The solution shall provide for the prevention of overlapping or redundant recorded entry of beginning and end time entries.	X	
8	The solution shall restrict recorded entry (punching) at the data collection terminal or web-based entry screen during unauthorized times, including early, late, early out, late out, and unscheduled days.	X	
9	The solution shall allow for employees to record entries at multiple locations.	X	
10	The solution shall provide for supervisor override of punch restrictions at the data collection terminal and online.	X	
11	System shall support the assignment of employees to particular data collection terminals and restrict their ability to enter transactions at other terminals (e.g. in a building other than their assigned building). This restriction shall be assigned by employee or employee group.	X	
12	Employee transfers to different accounts, departments, jobs, or work rules shall be validated for that employee at the point of entry.	X	
13	Employee self-service transactions, such as approving timecard, time off request, review schedule, review recorded entries, and review accrual balances shall be available online.	X	



14	Employee requests for time off at the data collection terminal shall be validated against their real-time balances at the point of entry.	X	
15	To accommodate heavy use periods, employee self-service transactions can be restricted by terminal, terminal group, or time of day for any terminal.	X	
16	Data collection terminals shall be configurable to provide only services and functions that may be unique to the workforce at the terminal location.	X	
17	Employee self-service capabilities shall be available on a PC, kiosk, cellular device, tablet application or through standard web browsers.	X	
18	The solution shall provide support for a system administrator to control functional access by employees. Employees shall only be presented with those functions to which they have access, according to their role and	X	
19	The solution shall provide the ability to view immediately the outcome of the rules processing on the time entry web based time card.	X	
20	The system shall provide for real time alerts to timekeeping exceptions, such as approaching overtime, minor rules violations.	X	
21	Employee self-service transactions, such as punching in or out, allocating labor to tasks or grants, approving timesheets, self-scheduling, and PTO requests must be available through provided mobile solution.	X	
22	Manager transactions, such as approving employee timesheets, reviewing exceptions, and approving leave time must be available through provided mobile solution.	X	
23	The system must provide for GPS and record the location at which an employee enters a transaction into the mobile solution.	X	
24	The system must provide for the designation of zones for mobile transactions and assign those zones to employees according to their work locations.	X	

SECTION 1.0 NARRATIVE

The InTouch terminals work with the Workforce Dimensions, Workforce Ready, and Workforce Central solutions.

Workforce InTouch

The Kronos InTouch terminal supports bar code, magnetic stripe and proximity cards as well as integrated biometric verification or identification. The InTouch can be operated in online and real-time communication or automatically switch to offline modes. All collected transactions are verified before they are erased from clock memory. Punch transactions (shift, meal, break, etc.) can be rounded to any



even increment of an hour. Schedule restrictions can prevent unauthorized punch attempts by employees whom are too early or late or are not scheduled. Clock assignments will prevent employees from being able to punch at terminals for which they are not assigned. Supervisors can be given access to the InTouch to perform overrides of the default system rules.

The InTouch supports department transfers so that employees can change which department, job or work rule they will be working in for that shift. Employees are also given a complete array of employee self-service activities such as viewing and approving their timecard, reviewing punch entries, schedules and accrual balances. Employees can also perform time off requests through their employee self service options. These requests are validated against the employees work rules at the point of entry.

In addition to the Kronos InTouch, employees can access these same functions via a PC, kiosk, cellular phone, tablet application or through a standard web browser. Access control can be configured so that employees are only given the access to specific modes of access and only certain functions within each of these modes of access.

All data is processed in real-time so punch transactions which may result in overtime are calculated immediately. Alerts to exceptions or to potential overtime are also generated in real-time and sent to managers and/or employees as such.

Please see the following datasheet in the **Additional Information – General Kronos Attachments** section of this proposal:

- **Kronos InTouch**

Kronos InTouch Built for today's modern workforce.



2.0 PAY POLICY ENFORCEMENT AND TIME EVALUATION

	Requirement	Y	N
1	Pay rules shall be completely parameter driven and easy to set-up, change, and track without recourse to special programming or other technical skills.	X	
2	The system shall provide for the configuration of an unlimited number of pay rules.	X	
3	The solution shall provide the ability to update user-defined rules and have the changes reflected immediately for time entry and processing.	X	
4	The solution shall provide the ability to define pay rules at the employee or group level.	X	
5	The solution shall provide the ability to apply rules online at the point of entry, such as activity transfers, job transfers and other changes of status that would result in a different rate or type of pay.	X	
6	The solution must provide the ability to manage multiple FLSA overtime periods for employee groups. For instance, hourly employees have a weekly 40 overtime FLSA period, and public safety employees have a 28- day FLSA period.	X	
7	The solution shall provide the ability to automatically calculate overtime and other premiums based on the employees' scheduled hours and criteria that is established within the system (e.g. rules based).	X	
8	The solution shall provide the ability to automatically calculate overtime and other premiums based on the employees' actual hours and criteria established within the system (e.g. rules based).	X	
9	The solution shall provide the ability to automatically calculate premiums based on a comparison of the employee's scheduled hours vs. the actual hours worked, and criteria established within the system (e.g. rules based)	X	
10	The solution shall provide the ability to calculate Shift Differential automatically based on the time of day an employee works.	X	
11	The solution must calculate Comp in lieu of overtime at employee or manager discretion, and maintain Comp in lieu of overtime balances for use as PTO by the employee.	X	



12	The solution shall support configurable pay periods for weekly, biweekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes shall be seamlessly supported in a single database.	X	
13	The solution shall include configurable periods by shift for meal and breaks in accordance with state and federal law whether paid or non-paid.	X	
14	The solution shall manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before and after, for example) shall be automatically enforced.	X	
15	The solution shall provide the ability to enter both hours, days, and amounts for pay codes.	X	
16	The system shall provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed.	X	
17	The system shall provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run.	X	
18	The system shall allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time.	X	
19	The system shall support different pay rules for each job or department.	X	
20	The system shall allow for the configuration of an employee's probationary period and different leave availability based on probationary status.	X	


SECTION 2.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can manage the requirements within this section.

Workforce Dimensions

Labor is your organization's most valuable asset and its most controllable expense. Yet many organizations still rely on manual, semi-automated, or disparate systems to track employee time and attendance. A time clock solution that simply tracks employee punches is only the first step, not the final destination, on the way to reducing payroll inflation and manual errors.





Kronos enables you to track, manage, and control employee time and attendance for uncompromised workforce management. Our time-tracking software, working in tandem with our data collection devices, allows you to:

- Control labor costs with a consistent application of work and pay rules
- Minimize compliance risk by enforcing and tracking complex compliance requirements such as FLSA, ACA, and union rules
- Improve workforce productivity by reducing manual and timely administrative tasks, freeing your staff for more value-added activities

Kronos makes easy work of the tedious tasks involved with monitoring employee time and attendance with these simple-to-use features:

- **Configurable Rules Engine:** complete automation and enforcement of complex work and pay rules.
- **Proactive Email and SMS Alerts:** Real-time notification of information requiring immediate action, such as an employee is approaching overtime.
- **Accurate Time Records:** Centralized policy management helps accurately and consistently enforce complex compliance requirements such as FLSA and ACA, with a complete audit trail.
- Transformation of granular time and attendance data into high-quality information allowing managers make fast decisions that could affect payroll, such as adjusting staffing levels as an example.
- A convenient, online application that lets employees submit their own time-off requests and demographic changes.
- Employee management software providing managers easy access to employee information — from profile to performance history.


Workforce Ready

Workforce Ready Time Keeping gives you the information and automation tools you need, when you need them. You can streamline time tracking with automated collection of time and attendance information. Automate the conversion of worked hours to payroll. And enforce your pay and work rules.

- Track and manage your true labor costs with flexible pay rules that you determine
- Maintain compliance and payroll accuracy with timecard management
- Manage exceptions – early/late arrivals, absences, long or missed breaks, overtime, or missed punches

Absence management built in. With Accrual management, information such as eligibility, tenure, hours worked is readily available. Accruals are seamlessly synchronized with Workforce Ready HR and Workforce Ready Payroll. Employees and managers can use self-service to automate time-off requests and communicate openly.





Track rates. Workforce Ready tracks rates across locations, regions, and global. Multipliers for special rate conditions and effective dating help you assess the impact of changes before running payroll.

Reports. Create reports using advanced filtering or custom columns. Check projections by viewing budgeted vs. actual hours worked, while including billable and non-billable rates. Share freely with exports to just about any format you want.

Workforce Central

Specifically, Workforce Central utilizes parameter driven configuration for which to create all of the setup parameters. There is no limit to the number of rules which can be configured within the application. Updating of these parameters will prompt a real-time re-processing of these rules.

- Rules can be configured and assigned to an individual employee or to a group of employees and can be different for each job or department. All transactions performed within the application are done at the point of entry and in real-time fashion.
- Rule parameters for pay policies such as overtime, pay premiums and shift differentials can be calculated in a multitude of means such as hours in a day, hours in a week, hours outside of an employee's schedule, worked performed in a specific department or work performed in a specific job. Pay periods can be of any length and type. There is no limit to the number of pay period types which can be configured in a single database.
- Holiday pay is calculated using days configured in a holiday table which predefines all of the holidays within an organization. If an employee works on a configured holiday, special pay practices will be initiated should eligibility requirements be met. Meals and breaks can be configured in accordance with local, state and federal pay policies.
- Timecard entries for pay code transactions can be performed in both hours and amounts of time (full day, half day, etc). Retroactive pay code adjustments can be made by users with the correct access. The system can be configured to allow manager edits, adds and deletes of any previous pay period data until a predetermined cut-off time. Historical pay adjustments can be enabled to give the ability to adjust or correct time entries paid in previous pay periods. An employee's probationary status can be checked prior to any request for leave.



3.0 FAMILY MEDICAL LEAVE ACT

	Question	Y	N
1	The solution must include baseline configurations of all current FMLA and state leave policies. Such configurations must be easily modified to support our implementations of these policies.	X	
2	The system must be able to determine an employee's FMLA eligibility.	X	
3	The system must track FMLA used and FMLA available.	X	
4	The solution must determine eligibility for all leave policies for which an employee is eligible for a given event, for instance, FMLA and state mandated medical leave. These policies must be applied concurrently.	X	
5	The solution must manage both paid and unpaid time concurrently.	X	
6	Cascading pay code assignments for leave cases must happen automatically and include unpaid leave. For example, Sick must be drawn down to 8 hours, then Vacation drawn down to 40 hours, then unpaid leave applied as needed to fill the leave period.	X	
7	The system shall send notification to the employee about FMLA requirements.	X	
8	The system must support all the definitions of yearly calculations allowed by the Department of Labor.	X	
9	The solution must alert leave administrators when there is a potential FMLA qualifying absence, e.g. when three sick days in a row are taken by an employee.	X	
10	The solution must allow for an easy capture and monitoring of intermittent leave time, for example, for recurring physical therapy, and apply all paid and unpaid leave rules correctly. Intermittent leave time must be deducted from the Employee FMLA eligibility.	X	
11	Approved leave time, including all paid and unpaid codes, must be inserted into employee schedule and time card in real time.	X	

SECTION 3.0 FMLA NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can manage the requirements within this section.





Workforce Dimensions

Workforce Dimensions can automate and streamline the application of your leave policies — no matter how complex — so you can enforce rules consistently and control the costs, risks, and productivity effects associated with employee absenteeism and leave.

Kronos Workforce Dimensions Leave standardizes and streamlines the administration and enforcement of organizational, local, state, and federal leave policies, including the Family and Medical Leave Act (FMLA), for which noncompliance can put your organization at risk for costly fines and lawsuits. The solution allows you to control the abuse of intermittent leave time. This proven and configurable solution eliminates error-prone manual tasks so you can maintain current, accurate, and consistent employee leave records.

Kronos Workforce Dimensions Leave automatically enforces FMLA and other organizational, local, state, and federal leave policies so nothing is left to chance. The solution makes it easy to configure standardized, rule-driven procedures for submitting, approving, and executing employee leave requests to help ensure fair, objective determination of employee eligibility and entitlement. What's more, on-demand access to accurate, up-to-date leave data is complemented by a detailed audit trail that speeds and simplifies compliance reporting.

Eliminate tedious manual tasks and minimize leave impact: Kronos Workforce Dimensions Leave automates the leave of absence process, thereby reducing the risk of errors, boosting productivity, and minimizing compliance risk. The solution can automate processes such as requesting a leave of absence, checking eligibility, generating documentation, sending notification reminders, and following up. Instantly generate leave-related documents such as the Certificate of the Healthcare Provider and the Rights and Responsibilities forms. It automatically tracks, manages, and calculates accruals and submits leave of absence requests — all based on your organizational policies. You can also track both paid and unpaid time concurrently. If an employee is not covered under FMLA, Kronos Workforce Dimensions Leave gives the information needed to have the interactive conversation with the employee on his or her other leave options, such as Americans with Disabilities Act and company leave. Plus, real-time alerts provide managers with the granular information they need to take action on leave of absence requests, including intermittent leave, and plans for necessary coverage to maintain productivity.


Workforce Ready

Workforce Ready Leave is a comprehensive FMLA tool which enables HR and benefits administrators to approve and track all types of leave requests. Eligibility checks are performed based on the employee's FMLA history and work hours. Once FMLA is granted, it is tracked for continuous or intermittent usage as well as availability for future leave options. FMLA events can run concurrent with non-FMLA events to determine paid leave versus unpaid leave availability. DOL documents are automatically generated based on the type of request.

Workforce Central

Kronos Workforce Central Leave is a comprehensive FMLA tool which enables HR and benefits administrators to approve and track all types of leave requests. Eligibility checks are performed based on the employee's FMLA history and work hours. Once FMLA is granted, it is tracked for continuous or intermittent usage as well as availability for future leave options. FMLA events can run concurrent with





non-FMLA events to determine paid leave versus unpaid leave availability. Notifications are sent out at to leave status, FMLA document requirements and due dates as well as impending certification requirements. All types of yearly calculations calendars as allowed by the Department of Labor can be configured.



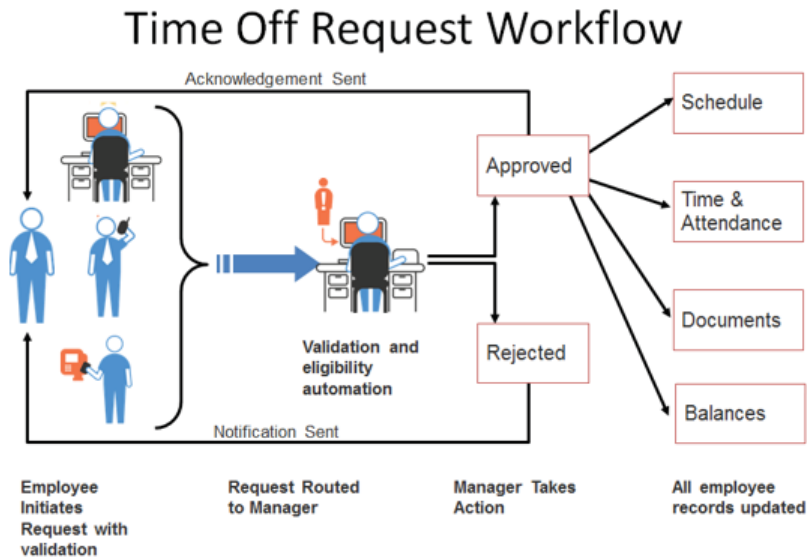
3.0 APPROVALS

	Requirement	Y	N
1	The system shall provide the ability for employees to approve their timesheets. This approval shall be available within employee self service and the data collection terminals	X	
2	System shall allow for user defined text to accompany employee approvals for the purpose of attestation to timecard contents.	X	
3	The system shall provide the ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).	X	
4	The system shall provide the ability for Managers/Supervisors to approve the employee's leave/attendance time.	X	
5	The system shall provide ability to define a set of comments used to annotate manual changes and other edits of employee records.	X	
6	Comments shall be part of exception reporting capability within the solution.	X	
7	Free form notes can be attached to any comment to provide more detail associated with the manual change.	X	
8	The system shall provide the ability for an employee to acknowledge their time card if a change has been made by their supervisor or payroll (i.e. added, edited, and deleted items).	X	
9	The system shall provide the ability for a Manager to submit modified time cards without the employee's acknowledgement.	X	
10	The system shall provide an electronic signature for employees to approve their timesheets.	X	
11	The system shall provide an electronic signature for managers to approve time cards for payroll processing.	X	
12	The system shall provide for a pay period lock function for use by payroll to prevent further timecard edits by supervisors or employees.	X	
13	The system must include the capability for managers to delegate their authority on a temporary basis, so the designated delegate may approve all employee transactions.	X	
14	A complete audit trail of all manager approvals must be available for review and reporting, including approvals performed by designated delegates.	X	



SECTION 3.0 APPROVALS NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can manage the requirements within this section.



Workforce Dimensions

Within Workforce Dimensions, timesheet approval processes are configurable to meet the unique requirements of each organization. Most commonly, the levels of timecard approvals is as follows:

- **Employee approval** - optional - employees can be given access to approve their own timesheets through any one of a number of methods as defined in **Section 1.0: Data Collection** above. When the employee approves their timecard using a pc, InTouch terminal, or mobile, it becomes locked to them. You can optionally allow the employee to remove the approval for corrections, and then approve again.
- **Manager Approval** - optional but a Best Practice - when the manager approves a timecard it becomes locked to the employee, and depending upon your configuration desired can optionally lock to other managers. Sometimes this is not desired if employees work for multiple managers and each manager is responsible for approving the time worked under them. Manager approvals can be removed if you want to allow that for corrections and then approving again before the Sign Off is done.
- **Sign Off** - typically done by the payroll processor and this locks the timecard to everyone. This like the approvals can be reversed if desired with authorization. Sign Off effectively tells the system it doesn't need to calculate this timecards pay period any long and is a Best Practice for performance reasons since it stops unnecessary recalculations.
- **Payroll Lock** - typically done by payroll processors and this is non reversible. Once payroll lock is done, Historical Corrections can no longer be done to the Payroll Locked time frame.





Workforce Ready

Just like Workforce Central, employees can be given access to approve their own timesheets through any one of a number of methods as defined in **Section 1.0: Data Collection** above.

- Employees can also be prompted with user defined text while attesting to and electronically signing their own timecards.
- Managers can be alerted to and then view employee timesheets which require approval. Managers can then electronically approve an employee's leave and/or attendance time.
- Comments with free form text fields can be chosen from a predefined list to denote manual changes made to exceptions within an employee time record.
- Employees can request changes to their timecard to their managers
- Employees can be automatically alerted to and acknowledge changes to their timecards after their approval. Managers can also submit timecards without an employee's acknowledgement.

System administrators can periodically lock historical pay periods to prevent further timecard edits by managers or employees.

Workforce Central

Employees can be given access to approve their own timesheets through any one of a number of methods as defined in **Section 1.0: Data Collection** above.

- Employees can also be prompted with user defined text while attesting to and electronically signing their own timecards.
- Managers can be alerted to and then view employee timesheets which require approval. Managers can then electronically approve an employee's leave and/or attendance time.
- Comments with free form text fields can be chosen from a predefined list to denote manual changes made to exceptions within an employee time record.
- Employees can be automatically alerted to and acknowledge changes to their timecards after their approval. Managers can also submit timecards without an employee's acknowledgement.
- System administrators can periodically lock historical pay periods to prevent further timecard edits by managers or employees.



5.0 TIME CARD EDITS

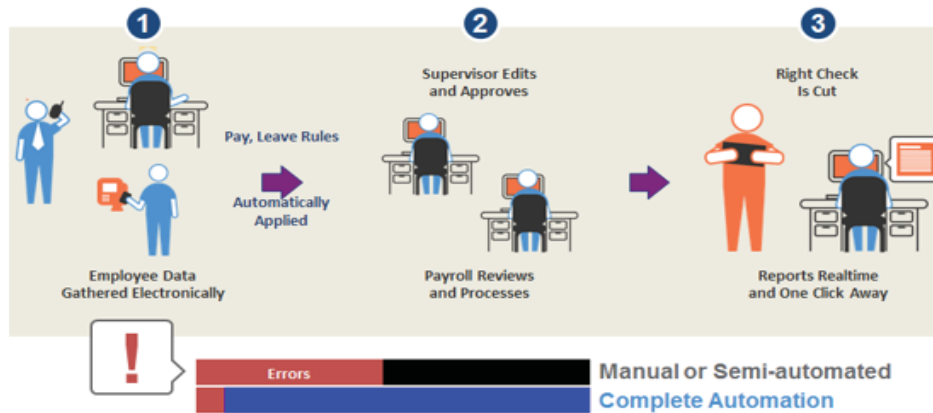
	Requirement	Y	N
1	The system shall provide the ability to adjust or correct time entries captured in the current period, but not yet paid.	X	
2	The system shall provide the ability to easily navigate from the error report to the time card to make edits.	X	
3	The system shall provide the ability to define default time entries for earnings, hours, holiday data, and labor distributions and the ability to override and make changes to this default information.	X	
5	The system shall provide a report that details prior period adjustments and corrections.	X	
6	Allow manager edits for the current pay period but prevent manager edits of the previous pay period after the final previous pay period transmittal has been sent to payroll.	X	
7	Recalculate all totals immediately after a value is changed.	X	
8	All historical employee time and attendance information, including any adjustments, shall be available online for audit or review purposes.	X	
9	Allow historical time/attendance edits by the payroll administrators.	X	
10	Allow manager to make edits that impact a large group of employees.	X	
11	Support pay or leave incentives based on user-defined conditions.	X	
12	Support floating holidays and multiple work calendars.	X	

SECTION 5.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can manage the requirements within this section.



Complete Automation Eliminates Errors – Immediate Savings



Workforce Dimensions

Kronos Workforce Dimensions enables the ability to adjust or correct time entries captured in the current period but not yet paid. It does this by identifying exceptions or deviations to timecard rules and alerting managers through online error reports. Managers can click on the exception and the system will take them to the area of the timecard which requires editing. Default entries can be configured so that earnings, hours, holiday data and labor transfers are pre-populated but can also be easily modified by users with the correct functional access privileges.


The Timecard Audit Trail report will detail all prior period adjustments and corrections. All edits are also available within the timecard audit tab. Manager edits can be prevented after data has been sent to payroll. The Workforce Central rules engine will automatically recalculate totals after any data element is modified. Historical pay period adjustments can be limited to payroll administrators. Group edit functionality can be given to managers or payroll administrators to enable them to enter data for large groups of employees. The system supports the configuration of pay and leave incentives for specific groups of employees as well as the configuration of floating holiday accruals and different work calendars.

Workforce Ready

Workforce Ready enables the ability to adjust or correct time entries captured in the current period but not yet paid. It does this by identifying exceptions or deviations to timecard rules and alerting managers through online error reports. Managers can click on the exception and the system will take them to the area of the timecard which requires editing. Default entries can be configured so that earnings, hours, holiday data and labor transfers are pre-populated but can also be easily modified by users with the correct functional access privileges.

The Timecard Audit Trail report will detail all prior period adjustments and corrections. All edits are also available within the timecard audit tab. Manager edits can be prevented after data has been sent to





payroll. The Workforce Ready rules engine will automatically recalculate totals after any data element is modified.

Workforce Central

Kronos Workforce Central enables the ability to adjust or correct time entries captured in the current period but not yet paid. It does this by identifying exceptions or deviations to timecard rules and alerting managers through online error reports. Managers can click on the exception and the system will take them to the area of the timecard which requires editing. Default entries can be configured so that earnings, hours, holiday data and labor transfers are pre-populated but can also be easily modified by users with the correct functional access privileges.

The Timecard Audit Trail report will detail all prior period adjustments and corrections. All edits are also available within the timecard audit tab. Manager edits can be prevented after data has been sent to payroll. The Workforce Central rules engine will automatically recalculate totals after any data element is modified. Historical pay period adjustments can be limited to payroll administrators. Group edit functionality can be given to managers or payroll administrators to enable them to enter data for large groups of employees. The system supports the configuration of pay and leave incentives for specific groups of employees as well as the configuration of floating holiday accruals and different work calendars.



6.0 INTERACTIVE VIEWS AND NAVIGATION

	Requirement	Y	N
1	The system shall provide interactive exception and summary views for common tasks or processes with the capability to drill down on specific employee's records.	X	
2	The system shall provide the ability to perform actions on employee data within the interactive views, such as edits to timecards and schedules, based on security level of requestor.	X	
3	The system shall provide the ability for the user to configure the interactive views with user-defined columns and selection criteria.	X	
4	The system shall provide flexible sort capability within the interactive views.	X	
5	The system shall provide the ability to multi-select employees within the interactive view and perform group edits.	X	
6	The system shall provide the ability to configure interactive views for manager and assign a default view based on manager role.	X	

SECTION 6.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can all manage the requirements within this section.

Workforce Dimensions

Kronos Workforce Dimensions has a dynamic user interface, providing configurable tiles to the user specifically designed for ease of use and flexibility. The application has a responsive design providing full functionality and an optimized user interface for all devices (browser, smartphone and tablet), allowing all users to work in their preferred way. Each role within the organization has access to the most typical GUI based on actions and information needed (e.g. manager, salaried employee, blue collar employee, admin, planning manager, etc.). Employees can change the look and feel to see the information most relevant to them. Page tiles can be easily moved and anchored.

Workforce Dimensions reports are interactive and include conditional formatting to highlight where issues and opportunities exist. Embedded real-time analytics provides managers with instant access to their data with visualizations to help the understand their department and business. An intuitive reporting engine lets you easily build or modify standard reports. Real-time KPIs provide threshold alerts for such issues as overtime, hours worked, and labor costs.

THE INSIGHT YOU NEED — WHEN YOU NEED IT.

- **Dataviews** – Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. Displayed in a familiar Excel-like format, Dataviews can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled



down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports.

- **Actionable insights** – Workforce Dimensions delivers actionable insights to managers via interactive reports that include conditional formatting to highlight where issues and opportunities exist. Ad-hoc reporting capabilities simplify data access and analysis for business users. And right out of the box, an intuitive reporting engine lets you easily build or modify standard reports.
- **Real-time KPIs** – Real-time KPIs help managers, HR leaders, and business analysts gain insight into their organization’s performance against business goals and objectives. They provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. And the KPI Builder lets you modify existing KPIs or create new ones.
- **Embedded analytics** – Now embedded analytics are available to all users, not just business analysts. Real-time KPIs and proactive recommendations empower managers and reduce the need for expert analysis. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.

Workforce Ready

Easy to define dashboards are used in Workforce Ready for employee, managers and administrators. Dashboard can be modified by the user or locked down so standard views would be deployed to the workforce. Using the existing security managers would only have visibility to the employee information within their department.

Dashboards can include exceptions, reports, graphs, external urls, hyperlinks, quicklinks to other parts of the application, on premise views, time off requests, ACA summary and more.

Workforce Central

For navigation, Kronos provides a tool called “The Navigator” that provides a user-friendly interface for users. It enables guided decision making for managers and users of Kronos Workforce Central. It provides interactive exception and summary views for common tasks such as timecard exceptions (missing punches, unexcused absences) and prompts the manager to drill down into these exceptions for immediate correction. Navigator views can be leveraged for timecard and scheduling functions and will follow the security level of the requestor. Users can configure these interactive views with their own specific user-defined columns. Group edit functionality can allow users with the correct functional access to perform multi-select edits on large groups of employees. Users can then sort on these columns.



7.0 SCHEDULING

	Requirement	Y	N
1	The system shall have the ability to schedule employees with variable work schedules down to the quarter hour.	X	
2	The system shall allow employees to see schedules online, through mobile, or at data collection terminals.	X	
3	The system shall allow for the scheduling of employees for specific activities or projects.	X	
4	The system shall send out an automatic email notification if a change has been made that impacts the employee's work schedule within the next 72 hours.	X	
5	The system shall allow managers or administrators the ability to add or change an entire work group's schedule online and make the changes visible in real time.	X	
6	The system shall be able to assign work locations as well as work schedules that may be variable and change frequently.	X	
7	The system shall permit employees to request time off and provide a vehicle to notify employees of time off decisions.	X	
	The following requirements are specific to roster-based scheduling for public safety and other applications.		
8	System shall provide an integrated telephony system that accommodates inbound and outbound communication that includes: user leave requests and overtime signup, messaging, overtime offers, and the ability for supervisors to approve leave requests.	X	
9	The system must allow the agency to create and edit business rules to govern all scheduling and leave issues applicable to full and part-time personnel in multiple collective bargaining contracts.	X	
10	The system must allow user-defined and editable business rules to govern leave policies, set schedules, set staffing levels, fill vacancies, handle off-duty work schedules, call out for specialty units, and other types of circumstances that impact scheduling.	X	
11	The system must provide employees and managers full functionality access to their schedules and the ability to expedite work tasks via the web and mobile devices.	X	
12	The system must allow employees to submit time-off requests via telephone, email, mobile device, tablet, and web.	X	
13	System shall provide each employee a graphical and user-friendly scheduling calendar that reflects: Working schedule Time off Paydays Shift trades Holidays FLSA Overtime opportunities	X	



14	System shall create customizable working assignments and schedules up to at least a year in advance.	X	
15	System must accommodate user-defined simple and complex rotational assignments comprised of differing start times and working days.	X	
16	The system must send an employee or group of employees a voice or electronic message, with receipt confirmation.	X	
17	The system shall enable employees to initiate and complete shift trades, ensuring proper specialty and rank coverage.	X	
18	The system must provide the ability for employees to sign up for additional work, including shift work and special events.	X	
19	System must provide a daily staffing roster that accommodates: Staffing by shift 6 organizational levels Special unit and event deployments	X	
20	The system must provide real-time view of past, present, and future scheduling data and other relevant staffing details.	X	
21	The system must allow detailed constraints for each code such as advance notice or supervisor approval.	X	
22	System roster must enable the emergency deployment and scheduling of units with qualified personnel in accordance to department scheduling rules and procedures.	X	
23	System roster must enable authorized users to fill vacancies in accordance to department policy and procedures.	X	
24	The system must have an alert system that reacts to vacancies caused by work exceptions and identify the appropriate replacement personnel.	X	
25	The system must ensure employees cannot work more hours than allowed by law. For example, an employee who worked over 18 hours in a day (both regular and overtime) can be flagged and denied additional work.	X	



26	The system must administer and track forced overtime in accordance to organization scheduling policies.	X	
27	The system must consider differences in staffing policies based on the type of position to be staffed. For example, the system must qualify, sort, and contact employees in order for a position that requires the employee to hold a training certification.	X	
28	The system must isolate and manage the scheduling of multiple institutions whose staffing and employee management rules and procedures differ.	X	
29	The system must allow both approval and denial of requests or shift trades, including notification of these statuses.	X	
30	The system must provide a full reportable audit of all edits, employee contacts for overtime offers, rules application to fill vacancies, and all other scheduling events.	X	
31	System must call qualified employees for vacant positions, including overtime positions, over the telephone without human intervention. This automatic call out can be interrupted by qualified user.	X	
32	The system provides a flexible and configurable bidding module that can manage multiple bid methods within the same organization.	X	
33	System provides the ability to manage leave bidding using a consistent method based upon union rules/compensation contracts.	X	
34	System provides the ability to manage assignment bidding using a consistent method based upon union rules/compensation contracts.	X	
35	System directly and seamlessly updates the results of the bidding process into the schedules and rosters of the system.	X	
36	When awarding leave and assignments based within a bidding environment, the system can take into consideration variables such as: Seniority rules Employee's specialty and/or rank Maximum allowable number off in each specialty Maximum allowable employees off each shift	X	
37	The system must integrate with third-party CAD and RMS solutions.	X	



38	The system must integrate with the proposed time and labor management solutions.	X	
39	The system must support the export of payroll data, staffing information, assignment information, and user login information.	X	
40	The system must provide standard reporting, and allow custom report development	X	
41	The system must include standard FEMA reporting	X	

SECTION 7.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can all manage requirements 1-3 and 5-7 within this section. Workforce TeleStaff can manage requirements 1-7.

Workforce Dimensions

Workforce Dimensions Scheduling gives managers the tools and information they need to accurately and intelligently plan and manage employee schedules. Employees can view their schedules, and any recent updates to it, from any one of the data collection options described in **Section 1.0: Data Collection** above. Workforce Scheduler’s powerful scheduling engine takes into account anticipated demand based on historical trends and creates schedules that automatically adjust your labor to meet that demand. This proven solution takes the guesswork out of scheduling by appropriately analyzing employee attributes – employee availability, seniority, skills and certifications, labor laws, and organization policies - to ensure schedules are created with the right balance of skill, experience and cost.

Workforce Ready

Workforce Ready gives managers the flexibility to easily schedule their employees with variable work schedules down to the quarter hour. Employees can view their schedules, and any recent updates to it, from any one of the data collection options described in **Section 1.0: Data Collection** above. Schedules can be setup to staff employees into specific activities or projects. Approved time off request will automatically appear in the schedule so no conflict will occur.

Workforce Central

Workforce Central gives managers the flexibility to easily schedule their employees with variable work schedules down to the quarter hour or even down to the minute. Employees can view their schedules,



and any recent updates to it, from any one of the data collection options described in **Section 1.0: Data Collection** above. Schedules can be setup to staff employees into specific activities or projects.

Group schedules can be modified wholesale or in piece by using the schedule editor functions. These changes can be referenced in real-time by employees and managers. Schedules can contain work locations and can be easily modified as these locations change. Workforce Central's notifications engine will enable employees to request time off, validate that request on the point of entry, notify managers of the request and automatically notify employees of the time off decision.

Workforce TeleStaff

Kronos Workforce TeleStaff provides Police, Fire, EMS, and Corrections with a public safety scheduling solution that truly redefines the way public safety operations manage staffing by merging telephony and scheduling capabilities into one system to solve scheduling and communication problems that plague operations.

Designed to eliminate paper-based, manual and error-prone staffing processes inherent to public safety, TeleStaff is able to automate workforce management processes – allowing command staff, employees, first responders and other critical resources to divert their attention to their mission critical work at hand. Using Workforce TeleStaff, any changes to an employee's schedule can be automatically emailed to that employee. These notifications can be configured so that employees are notified if the change occurs within the next 72 hours of the shift which was modified.

Workforce TeleStaff has been a trusted public safety scheduling and notification solution since 1997. As the industry leader, there are nearly 1,000 public safety customers to date across state, local, and federal markets that use Workforce TeleStaff.

Please note for item 12 above, time off requests can be submitted via mobile device, tablet and web in all solutions. Within Workforce Dimensions, paid time off requests can also be initiated through email via the Outlook plug in.

Please see the following datasheets in the **Additional Information – Workforce Central and Workforce TeleStaff Specific Attachments** section of this proposal:

- **Kronos Workforce TeleStaff for Fire-Rescue and EMS**
- **Kronos Workforce TeleStaff for Law Enforcement**



8.0 MISCELLANEOUS AND REPORTING

	Requirement	Y	N
1	The system shall support changes in government regulations which occur over time.	X	
2	The system shall be compatible with Microsoft Outlook and common web browsers.	X	
3	The system shall permit employees to request time off and provide a vehicle to notify employees of time off decisions.	X	
4	The system shall provide email notifications when time cards are due, need review, or are approved. The system shall send reminders if time card tasks are not performed in a timely manner.	X	
5	The system shall track absences, tardies, or leave for review by managers.	X	
6	The system shall provide an on-premise report to show a list of all employees in case of emergency, weather event, etc.	X	
7	The system shall include analytics capabilities to show employee workforce trends (absences, perfect attendance, etc.) metrics.	X	
8	The analytics capabilities must include pre-built metrics for workforce management, including metrics for absenteeism, accruals, actual hours and costs, projected hours and costs, punch transaction compliance, attendance, overtime, scheduled hours and cost, grant appropriation initial allocation and % used, and leave balances. Please supply a list of all standard metrics included.	X	
9	Thresholds must be able to be defined for all metrics, and conditional formatting applied to highlight those performance measures outside of the organizational standard.	X	
10	The analytics solution must include prebuilt dashboards and reports to provide detailed information about workforce performance, including absenteeism, overtime, productivity, and leave liability. Please supply a list of all included analytics reports.	X	
11	Information from other systems must be able to be imported into the analytics solution and reported against labor metrics.	X	
12	Reports can be exported in multiple formats such as Word, Excel, or PDF. The system shall provide a bank of popular or saved searches.	X	
13	The system shall allow managers to assign task codes to employees to ease time entry and ensure time is charged to the correct tasks (i.e. attending a training session).	X	
14	The system shall allow searches on multiple criteria such as type of leave, task code, work group, location, or FMLA.	X	
15	The system shall be able to support employees working in multiple jobs or departments during a pay cycle.	X	



16	The workforce management system must have an integration framework to facilitate integration with HR, Payroll, Financials, Asset Management, and other business solutions.	X	
17	The solution must include documented APIs to facilitate the integration of data and processes through web services and other methods.	X	
18	The solution must include a standard configurable integration tool that provides for the extraction, transformation, and formatting of data required for the workforce management system and other business systems.	X	
19	This integration tool must include pre-built templates for common business systems, with the flexibility to modify those templates easily.	X	
20	The system shall provide a mechanism to automatically update employee's work location, title, assigned job, or rate of pay when changes are made to the HR system.	X	
21	The system shall be able to produce exceptions reports, workers comp reports, FML reports, overtime reports, and unpaid leave reports. Reports can be exported into multiple formats and separated by date range, employee work group, location pay code, or status.	X	
22	The system shall be able to support single sign-on capabilities and interface with the agency's password and username scheme.	X	
23	The system shall allow system administrators the ability to override system policies.	X	

SECTION 8.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can all manage the requirements within this section.

Workforce Dimensions

Turn information into insight in seconds with embedded analytics. Through the Kronos D5 platform, Workforce Dimensions lets you access all your data and offers powerful tools for real-time visualization and reporting. Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. They can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports. Workforce Dimensions reports are interactive and include conditional formatting to highlight where issues and opportunities exist. An intuitive reporting engine lets you easily build or modify standard reports. Real-time KPIs provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.





EMBEDDED ANALYTICS STREAMLINES DATA INTERACTIONS.

Gaining timely access to workforce information that provides valuable business insights can be difficult when legacy systems restrict access to data and its reporting. Through the Kronos D5™ platform, Workforce Dimensions™ lets you access all your data and offers powerful tools for real-time visualization and reporting.

THE INSIGHT YOU NEED — WHEN YOU NEED IT.

- **Dataviews** – Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. Displayed in a familiar Excel-like format, Dataviews can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports.
- **Actionable insights** – Workforce Dimensions delivers actionable insights to managers via interactive reports that include conditional formatting to highlight where issues and opportunities exist. Ad-hoc reporting capabilities simplify data access and analysis for business users. And right out of the box, an intuitive reporting engine lets you easily build or modify standard reports.
- **Real-time KPIs** – Real-time KPIs help managers, HR leaders, and business analysts gain insight into their organization’s performance against business goals and objectives. They provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. And the KPI Builder lets you modify existing KPIs or create new ones.
- **Embedded analytics** – Now embedded analytics are available to all users, not just business analysts. Real-time KPIs and proactive recommendations empower managers and reduce the need for expert analysis. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.

UNPRECEDENTED BUSINESS INSIGHT MADE POSSIBLE BY INDUSTRY-FIRST TECHNOLOGY.

When your existing systems can’t provide the data access and reporting capabilities you need for deeper business insights and better business outcomes, Workforce Dimensions delivers.

- **Control labor costs** – Dataviews provide real-time access to operational data and data-science solutions help address key workforce challenges
- **Minimize compliance risk** – Easily identify the source of problems — and build in business-critical KPIs using the KPI Builder
- **Improve workforce productivity** – Ad-hoc reporting capabilities simplify data access and Dataview drilldowns make analysis easy



At Kronos, we understand that your Workforce Dimensions solution needs to seamlessly integrate with critical business systems and data across the enterprise. To that end, we built our D5 platform to speed and simplify integration using:

- **Best-in-breed integration technology:** Workforce Dimensions leverages Dell Boomi, a modern, scalable iPaaS platform that supports all your application integration processes — between cloud platforms, software-as-a-service applications, and on-premise systems. Dell Boomi supports common transport methods and a wide variety of enterprise integration scenarios while providing universal translation capabilities for non-standard data formats.
- **Flexible integration options:** While traditional SFTP and batch-based integrations are available, the Dell Boomi platform supports API-enabled integration processes to facilitate real-time data access as well as hybrid integration approaches.
- **An integrated experience:** The Dell Boomi platform is fully integrated into the Kronos user experience, enabling authorized users within customer organizations to schedule and execute integration processes within the familiar Workforce Dimensions interface

All types of interfaces and integrations are based on experience as well as customer specific requirements defined in integration workshops that lead to specific integrations design documents worked out by specific integration teams at Kronos.

Please see the following datasheet in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **Workforce Dimensions and Analytic.li Datasheet**

Workforce Ready

The Workforce Ready application utilizes an open SQL command based reporting tool to allow for a range of dates reporting, single date reporting and a variety of other date options. There are criteria parameters associated with each of the 50 +Standard Reports. All reports can be easily modified or changed and exported to csv, html, pdf, or xls output formats.

Some of these features are:

- Over 50+ Built-in, Standard reports.
- Create custom/ad hoc reports.
- Export to 5 Formats (CSV, Excel, PDF, HTML, XML).
- Daily Email Summary Report.
- Report Saving & Sharing with Quick Link access.
- In/Out Dot Board(On Premise View).
- Exception reporting.
- Time off calendar.
- Dynamic, Drill-down capabilities.
- Security profile settings for defining access.



- Permanent, detailed audit trail.

Please see the following datasheet in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:

- **Workforce Ready People Analytics Fact Sheet**

Workforce Central

The Kronos Customer Portal can automatically alert to changes in government regulations which may affect work and leave policies. Kronos Workforce Central can be configured to be in compliance with these regulations.

Workforce Central is compatible with any SMTP-compliant mail service which includes Microsoft Exchange/Outlook. Workforce Central also supports a wide variety of web browsers.

Using Workforce Integration Manager (WIM), data can be easily exported or imported using a wide array of disparate means. Employee demographics data (work location, title, assigned job, rate of pay, etc) is automatically transmitted using WIM. Payroll data is also extracted using WIM. WIM can also be leveraged for other systems. One example of this is with substitute tracking applications. Substitute staffing data and teacher sick calls can be imported into the Workforce Central database to ensure a single repository of such information.


Additional features include:

- Email notifications and reporting can be automatically sent out to employees and managers for a variety of reasons such as when time card approvals are due or overdue.
- The system tracks all absences, tardies and leaves for managerial review.
- Workforce Analytics provides the ability to extract, transform and load data related to any number of metrics.
- Analytic dashboards can be designed to show a correlation between increasing student test scores and decreasing teacher absenteeism rates.
- The system ships with 120-160 preconfigured RDLC reports.
- Reports can be exportable in multiple formats such as Microsoft Word, Excel or PDF formats. A favorite report list can also be configured by the individual user so that their most popular reports and saved searches can be accessed easily.

In the same manner as tracking activities and projects, the system can track time spent on certain tasks such as time spent doing training. Employees can work in more than one job or perform more than one task during a particular pay cycle. Hyperfinds are user generated queries which enable users to easily create, save and run searches using Boolean logic. These queries can enable users to run searches and filter employees on specific criteria such as leave status, pay status, task code, work group, etc.

The Kronos Professional Services team will setup a separate environment to test all system functions (work and pay rules, integration points, UI access) prior to going live. This test system can remain in





place after go live to conduct additional testing going forward. Workforce Central supports single sign on via Active Directory or LDAP. While there isn't a spell check function, other basic text editing features are available within Workforce Central. Users can perform cut/copy/paste functions throughout the application and in freeform text fields, word wrap functionality is omnipresent.

Since Workforce Central processes transactions in real-time, on-premise reporting is accurate and up-to-the-minute. If a manager or administrator needs to see a list of who is currently punched into work, the On-Premise report is an interactive screen which will show which employees are here and who has yet to show up. Contact information columns can also be included on the On Premises list so that the manager have all of the necessary information to get in touch with an employee should they need to.

Please see the following datasheet in the ***Additional Information – Workforce Central and Workforce TeleStaff Specific Attachments*** section of this proposal:

- **Workforce Central HRMS Reporting**



9.0 PROFESSIONAL SERVICES

	Requirement	Y	N
1	The selected vendor's implementation methodology shall include a pre-configured model of the Workforce Management solution(s) based on best practice recommendations that will be leveraged at the start of a project when beginning the assessment phase.	X	
2	The selected vendor's pre-configured working model shall have the ability to be modified during the requirements gathering sessions to capture customer requirements "on the fly".	X	
3	The pre-configured working model of the Workforce Management solution(s) shall contain best practices industry specific configurations, including standard pay policies, schedule rules, leave policies, workflows, user profiles and other configurations.	X	
4	The selected vendor's implementation methodology shall include an online tool that the project teams can access throughout the lifecycle of an implementation that provides project updates, communication, online feedback, and serves as a repository for all project documentation.	X	
5	The selected vendor shall provide recommended best practice test cases and scenarios that are specific to identified solutions within the Workforce Management application.	X	
6	The selected vendor shall provide an online test tool that can be leveraged by customer's team members in completing their testing phase of the implementation lifecycle.	X	
7	The selected vendor shall provide the ability to automate standard Workforce Management solution test cases. This automation shall include the ability to populate punches, punch data and provide the expected outcomes automatically, thus reducing manual input.	X	
8	The selected vendor's Workforce Management training is delivered online in a virtual live training class	X	
9	The selected vendor's Workforce Management training is delivered as self-paced thru training content downloadable by the customer	X	
10	The selected vendor, as part of the implementation methodology, shall provide Change Management and User Adoption templates and/or job aids using best practice recommendations.	X	

SECTION 9.0 NARRATIVE

Please see the **PRODUCTS, SERVICES AND SOLUTIONS** section of this proposal for additional details on our services.





THE KRONOS CUSTOMER FIRST CULTURE IS BUILT ON A SET OF PRINCIPLES DESIGNED TO DELIVER THE EXPERIENCE YOU EXPECT.

Because every organization is different, Kronos crafts implementation plans that accommodate your specific infrastructure and resources which accommodates your unique needs, and facilitates the success of your project. We have provided complete details and supporting information on our implementation and support processes within our response.

MEASURING COMPANY SATISFACTION

Kronos uses Satmetrix, an independent third-party company, to conduct web-based satisfaction surveys of customers who have Kronos service contracts or who have purchased Kronos professional services. Kronos also uses Convergys to complete surveys during implementations. Six surveys are conducted on a regular basis:

- Customer Satisfaction Test Milestone / mid implementation
- Customer Satisfaction at the end of Implementation
- Customer Satisfaction with Education Service
- Customer Satisfaction with Software Support
- Customer Satisfaction with Time Clock Support
- Annual Customer Relationship Survey

SUPERIOR CUSTOMER SERVICE


For the 18th consecutive year, Kronos was recognized by Omega Management Group Corp. with its NorthFace ScoreBoard Award. Kronos has been honored with the NorthFace ScoreBoard Award from Omega Management Group Corp. for delivering excellence in customer service supporting human capital management (HCM) and workforce management solutions. This is the 18th consecutive year Kronos has received the NorthFace ScoreBoard Award, making it one of just two organizations to receive the award each year since it was introduced in 2000.

Presented by the Customer Relationship Management Institute LLC1 (CRMI), the award is presented to organizations that far exceed customer expectations in areas such as technical support, customer service, account management, and professional services. Organizations that participate in the NorthFace ScoreBoard Award are rated solely by their own customers for performance during the preceding calendar year. Kronos is one of just two organizations internationally to be recognized for 18 consecutive years.

Kronos customers rated Kronos Global Support 94 percent or higher in multiple categories, including:

- Overall professionalism: 99 percent
- Customer education: 99 percent
- Understanding customer problems: 98 percent
- Equipment support: 98 percent
- Providing effective solutions: 98 percent



- 
- Support responsiveness: 97 percent
 - Post-implementation experience: 94 percent
 - Overall Kronos experience: 94 percent

Kronos uses a differentiated Knowledge-Centered Support (KCS) model, which processes support cases faster and with a higher level of expertise while also allowing support engineers to spend more time with customers. The average tenure of Kronos Global Support representatives more than doubles the industry average for business and technical service support representatives.

To complement exceptional services delivered by the Kronos Global Support team, the Kronos Community also provides a thriving online customer community with tools and resources to maximize their Kronos solution and tap into educational resources, remote customer support, case management, and groups to share best practices and network with peers.





Cost

a. Complete the Discount by Category in Attachment C. Rates provided shall be not-to-exceed rates or shall be tiered by spend.

Please see Attachment C – Cost Proposal below.

b. Complete the Sample Project Pricing in Attachment C. The pricing for the sample project shall reflect the rates provided in the Discount by Category.

Please see Attachment C – Cost Proposal below.

c. Volume Discounts or Rebates – Include any volume discounts or rebates available to Participating Public Agencies (such as prompt pay discounts, etc.).

Please see Attachment C – Cost Proposal below.



ATTACHMENT C – COST PROPOSAL

COST PROPOSAL FORM			
SECTION A			
<i>Discount by Category</i>			
DESCRIPTION OF PRODUCT/SERVICE	Discount %		
	<i>*EE = Employee Count</i>		
	Discounts		
Software			
Discount for Workforce Dimensions	<2,499ee	2,500-4,999ee	>5,000ee
Workforce Dimensions	%	%	%
Discount for Workforce Ready	All EE Counts		
Workforce Ready	%		
Tiered Discounts for Workforce Central/Telestaff (SaaS)	<2,499ee*	2,500-4,999ee	>5,000ee
Workforce Central	%	%	%
Telestaff	%	%	%
Teletime	%	%	%
Tiered Discounts for Workforce Central/Telestaff (Perpetual)	<4,999ee*	5,000-9,999ee	>10,000ee
Workforce Central	%	%	%
Workforce Telestaff	%	%	%
Workforce Timelink	%	%	%
Aspect Voxeo Core (plus 1% discount on Monthly Usage)	%	%	%
Discount for Workforce Teletime (Perpetual)	All EE Counts		
Workforce Teletime	%		
Discount for Hardware (Discounts are based on # of Terminals per transaction)	1-24 Terminals	24-49 Terminals	50 + Terminals
Hardware/Hardware Options (Purchase and Rental)	%	%	%
Professional Services	%		
Premium Success Offering and Client Partnership Services	0%		
Training	0%		
Cloud Hosting Services	0%		
Maintenance	Software	Hardware	
Annual Support/Maintenance Year 1	Gold Support: Included Platinum Support: Included	Depot Exchange \$/Terminal Depot Repair \$/Terminal	
Annual Support/Maintenance Year 2	Gold Support: % of SW selling price Platinum Support:	Year 1 Plus %	





	% of SW selling price	
Annual Support/Maintenance Year 3	Year 2 Plus %	Year 2 Plus %
Annual Support/Maintenance Year 4	Year 3 Plus %	Year 3 Plus %
Annual Support/Maintenance Year 5	Year 4 Plus %	Year 4 Plus %
Discounts for volume (i.e. price breaks for number of employees, etc.)	To be discussed during contract negotiations	
Any additional pricing incentives, discounts or rebates such as for large volume purchases, bundled services, etc.)		

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COST PROPOSAL FORM (CONT'D)	
SECTION B	
Sample Pricing Scenario	
<i>Provide itemized costs for all items necessary to perform work in the Sample Pricing Scenario described below.</i>	
DESCRIPTION OF PRODUCT/SERVICE	COST
<i>(Insert additional lines as appropriate to adequately itemize all costs.)</i>	
Software	
5,000 Workforce Dimensions Hourly Timekeeping (Standard License)	\$300,000 Annually
5,000 Workforce Dimensions Leave (Standard License)	\$60,000 Annually
Hardware	
5 – KRONOS INTOUCH H4 Standard Enclosure, with Bar Code Badge Reader	\$13,121.75
Implementation	\$250,000
Training	\$31,185
Training (daily rate)	
Other Costs:	
Maintenance for Hardware Year 1 (Depot Exchange)	\$1,425
Total	\$655,731.75

1. Travel expenses will be charge separately as per our proposed terms; and
2. Payment methods and terms are set out in the proposed terms and conditions provided in the Technical Proposal.





Sample Pricing Scenario

BACKGROUND DESCRIPTION: A County has 5000 employees with 50 locations/buildings.

IT technicians service five locations each. With no physical base location, they report directly to one of their five service areas, and will typically report to 3-5 of these locations. These employees shall be able to report, or “clock-in” and “clock-out” from multiple work locations within the County. They shall be able to tend to related HR functions, such as request leave and verify pay period attendance from multiple locations.

Purpose: The objective is to determine the feasibility of using a third party system as a Time and Attendance solution that will satisfy the needs of this County. We are seeking a complete solution that will both accommodate and improve upon our business processes.



Financial Statements

a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.

Kronos is very proud of our long track record of financial performance and are well positioned financially to continue to invest in our products to better service our customers.

Kronos has been in business for over 40 years, focused solely on assisting entities with their workforce management. Through 2007, Kronos was a publicly traded company on the NASDAQ stock exchange and were second only to Microsoft for the longest track record of profitable revenue growth (-20 years) among all publically traded software companies. In 2007, Kronos went private through a leveraged buyout led by the top tier private equity firm of Hellman & Friedman. It is very important to note that since going private we have continued to grow our revenues to over \$ in our most recent fiscal year that ended on September 30, 2017. This is while also increasing our investment in product development each year including over \$ in our most recent fiscal year, FY2017. Kronos invests in R&D across all products and industries. We do not track percentage of R&D by product/industry.

Below is a breakdown of company revenue for the past three years:

- FY 2017: \$ Revenue
- FY 2016: \$ Revenue
- FY 2015: \$ Revenue

In summary, Kronos has grown our revenues, profitability and cash flows while increasing our investments in product development as a private company through a very challenging economic period. This pattern of financial performance demonstrates the depth of our financial position.

In support of this requirement, Kronos has included one (1) hardcopy of our most recent audited financial statements, **sealed in a separate envelope marked as "Confidential."** Please refer to this envelope for details.

b. Name and address of firm preparing the attached financial statement.

Ernst & Young LLP
200 Clarendon Street, Boston, MA 02116

c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

Kronos has not filed for bankruptcy or insolvency.





SECTION TWO

Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

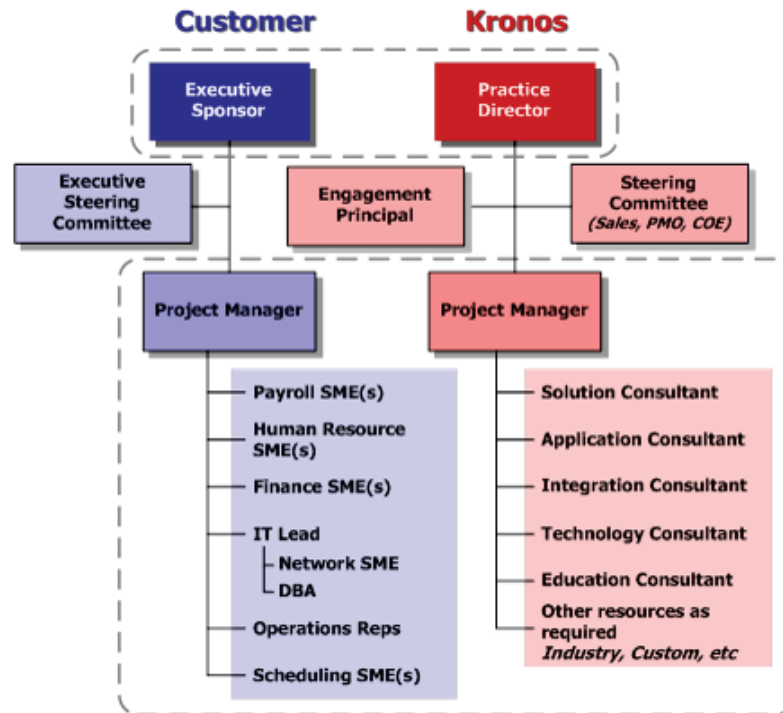
Kronos proposal is made with the intention of negotiating the Master Purchase Agreement which will incorporate Kronos commercial terms and condition applicable to the proposed products. Please find attached Kronos proposed Commercial Terms and Conditions in:

- ***Additional Information – Kronos Terms and Conditions Contract***
- ***Additional Information – Kronos Terms and Conditions Contract Workforce Ready, Payroll***



Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.



Workforce Dimensions Project Team

Workforce Dimensions onboarding team members have earned a wide range of technical and security certifications, which prove they have amassed the experience and mastered the skills needed to deliver reliable, high-performance cloud hosting services. These Workforce Dimensions onboarding teams are comprised of project managers who guide your project to successful completion, and consultants with extensive knowledge of Kronos® products, technology, and best practices. The expertise of our people, coupled with their considerable Kronos® tenure, provides you with faster answers and fewer problems, resulting in lower total cost. We provide consultants with a diverse set of skills, certifications, and affiliations. Certification is based on many factors, including product knowledge and proficiency, years of experience, diversity of concluded projects, communication skills, and analytical aptitude. The combination of these factors ensures that our teams of Kronos® professionals are always qualified for their respective roles on your project.

- Project Managers** – These consultants are the foundation of each onboarding engagement. They ensure your project is optimally coordinated and executed by following our proven methodology. Their skill sets are exemplified by the certifications they hold: PMP certification (Project Management Professional), SPHR certification (Senior Professional in Human Resources), and American Payroll Association's FPC (Fundamental Payroll Certified).



- **Kronos Consultants** – Our team of seasoned professionals is integral to analyzing and designing your system, imparting best practices that enable you to recognize the most value from your solution. Certifications include: MCSE (Microsoft Certified Systems Engineer), CCNP (Cisco Certified Network Professional), and American Payroll Association's FPC (Fundamental Payroll Certified), and specializing in web architecture, Java, and XML languages.
- **Industry Consultants** – These vertical industry experts have years of extensive experience in your specific marketplace (healthcare, retail, manufacturing, etc.). They utilize their expertise to analyze and develop comprehensive operational processes, performance metrics, and impact planning for your organization's frontline labor management operation. They draw from their vast tenure in your vertical market to provide best-practice and change-management guidance to translate your strategies into optimized enterprise processes. They have an average of 15-35 years' experience in the vertical market.

Workforce Ready Project Team

Workforce Ready implementation team members are remote and have earned a wide range of technical and security certifications, which prove they have amassed the experience and mastered the skills needed to deliver reliable, high-performance cloud hosting services.

The Workforce Ready implementation teams comprise of project managers who guide your project to successful completion, and implementation consultants with extensive knowledge of Kronos products, technology, and best practices. The expertise of our people, coupled with their considerable Kronos® tenure, provides you with faster answers and fewer problems, resulting in lower total cost. We provide implementation consultants with a diverse set of skills, certifications, and affiliations. Certification is based on many factors, including product knowledge and proficiency, years of experience, diversity of concluded projects, communication skills, and analytical aptitude.

The combination of these factors ensures that our teams of Kronos® professionals are always qualified for their respective roles on your project.

- **Project managers** – These consultants are the foundation of each implementation. They ensure your project is optimally coordinated and executed by following our proven methodology. Their skill sets are exemplified by the certifications they hold: PMP certification (Project Management Professional), SPHR certification (Senior Professional in Human Resources), and American Payroll Association's FPC (Fundamental Payroll Certified).
- **Implementation consultant** – Our team of seasoned professionals is integral to analyzing and configuring your system, imparting best practices that enable you to recognize the most value from your system with automation and process efficiencies. Our team are Subject Matter Experts (SME's) within Human Resources, Payroll and Workforce Management.
- **Integration consultant** – This team specializes in specialize in application interfacing solutions, VB scripts, application programming interfaces (APIs,) and JSON/XML languages and Dell Boomi. They design and development, connectivity with 3rd party applications, and play an important role in establishing a stable environment for your Kronos® solution.



- **Trainers** - This team of tenure instructional designers and trainers design and development all course content within the WFR application in the "My Learning" section, which is e-learning. They also conduct ILT administrative level training remotely and training around user adoption on the WFR platform.

Workforce Central and Workforce TeleStaff Project Teams

Depending on the final scope, the Kronos project team may consist of the following Kronos personnel.

Title	Experience
Practice Manager	Responsible for Customer's overall satisfaction with the Kronos Project Team, ensuring that quality resources as well as quality processes and standards are applied to each task.
Project Manager	<ul style="list-style-type: none"> • Collaborates with the Customer PM to align the desired project outcomes, producing key results related to the customer's critical business needs • Facilitates business process dialogue and ensures the Kronos solution will meet the customer success criteria (along with Solution Consultant) • Monitors the project throughout its life cycle – including scope management, change control, issue management, risk management, quality management, resource management, communication management, financial management and schedule management. • Provides regular project status updates on the items above via the Kronos Project Workbook, which includes the Project Dashboard, Schedule, Timeline, Issues Log, Risk Management Log, Communication Plan and a Change Request Log • Ensures change requests, risks, issues, or concerns are communicated to the Customer Project Manager and escalated as necessary. <p><i>The Kronos Project Manager is the primary contact for the Customer's implementation project team.</i></p>
Kronos Consultant	Utilizes their industry experience and domain knowledge to guide and facilitate discussions resulting in an in-depth analysis of customer requirements
Integration Consultant	Facilitates discussions to collect interface design requirements Configures and tests interfaces
Cloud Build Manager	Builds and manages access to the cloud environments for development and production.
Customer Success Manager	Acts as customer advocate and overall relationship manager for Kronos. Works to ensure customer has a consistent and satisfying experience with Kronos. Provides central point of contact for customer after project is completed.
Technology Consultant	Builds the technical components based on the agreed upon processes and procedures Ensures optimal performance of the Kronos application
Education Consultant / Training Specialist	Kronos certified instructors have the knowledge and certifications to guarantee you the best learning experience. Throughout a training course, the training specialist leads attendees through content presentations, guided exercises and individual practice exercises to increase an attendee's proficiency with the Kronos solution.





EXHIBIT A – Contractor Affidavit



**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

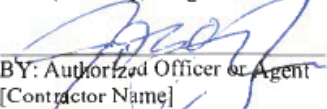
By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

588665
EEV (E-Verify) Program Number

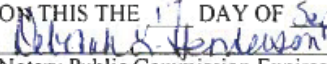
August 6, 2012
EEV Program Date of Authorization


BY: Authorized Officer or Agent
[Contractor Name]

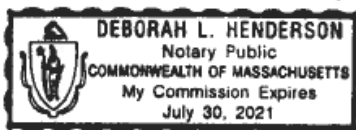
Kronos Incorporated
Contractor Business Name

John O'Brien
Printed Name

September 17, 2018
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 17 DAY OF September 2018

Notary Public Commission Expires: 7/30/2021

Effective 09-20-2013



**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

N/A

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ___ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 09-20-2013



IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

Workforce Management Systems and Related Products, Services and Solutions

(Project Name/Description)

<u>Brian Coopman</u>	<u>Pat Bennett</u>	<u>Jennifer Dowd</u>
<u>Linda Misegadis</u>	<u>Kristen James</u>	<u>Laura Morrison</u>

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

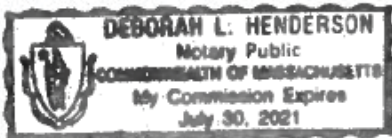

 Signature of Officer

John O'Brien / Chief Revenue Officer
 Printed Name/Title

September 24, 2018
 Date

Deborah L. Henderson
 SWORN AND SUBSCRIBED BEFORE ME
 ON THIS THE 24 DAY OF September, 2018

Notary Public
 Commission Expires: 7/30/21



fective 09-20-2013

Employer Name & Address:

Kronos Incorporated

900 Chelmsford Street

Lowell, MA 01851

E-Verify Number: 588665





EXHIBIT B – Disadvantaged Business Enterprises (DBE) Form



XXXVIII. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.



Not Applicable to Kronos Incorporated

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
122 Waddell Street
Marietta, GA 30060
Fax: 770-528-1154
Email: purchasing@cobbcounty.org



Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated.





SECTION THREE

2. U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached below) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

Kronos Incorporated agrees to sign and submit the U.S. Communities Administration Agreement with this proposal and except the attachments will be mutually agreed to based on the proposal and award.

Please see the **Administration Agreement** section of this proposal for the signed agreement.





Supplier Worksheet



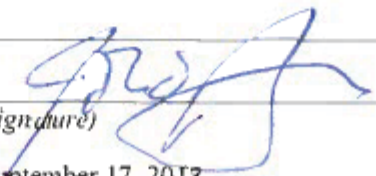
3. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES NO
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES *NO
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES *NO
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
 Sales between \$0 and \$25,000,000
 Sales between \$25,000,001 and \$50,000,000
 Sales between \$50,000,001 and \$100,000,000
 Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES NO
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES NO
- G. Will your company commit to the following implementation schedule?
YES NO
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES NO

Submitted by:
John O'Brien
(Printed Name)


Chief Revenue Officer
(Title)



(Signature)

September 17, 2018
(Date)



 New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact		Eight Weeks
12. Agency Webinars		Post Launch



Supplier Information

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 3.

National Commitments - CORPORATE

Kronos Incorporated along with our senior executive management team are pleased to submit this proposal for the re-solicitation of our current Master Agreement with US Communities.

Kronos Incorporated, which includes our senior executive management team, agree that US Communities will serve as our primary contractual offering of Products and Services to Public Agencies. Kronos, Incorporated Public Sector sales force shall always present the Master Agreement when marketing Products or Services to Public Agencies.

Kronos Incorporated will provide a national manager with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times.

Kronos Incorporated shall primarily offer the Master Agreement to all Public Agencies located within the state, shall advise all Public Agencies that are existing customers of Kronos as to the pricing and other value offered through the Master Agreement and shall upon authorization by a Public Agency transition such Public Agency to the pricing, terms and conditions of the Master agreement.

National Commitments - PRICING

Kronos Incorporated agrees that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Kronos Incorporated's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Kronos Incorporated shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement.

If an eligible Public Agency requests to be transitioned to the Master Agreement, Kronos Incorporated shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies.

Occasionally U.S. Communities and Kronos Incorporated may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Kronos Incorporated's pricing under the Master Agreement to be higher than an alternative contract held by Kronos Incorporated. Kronos Incorporated may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Kronos Incorporated would not be required to lower the price for other Public Agencies.

Kronos Incorporated agrees that when responding to a Third Party Procurement Solicitation that we will make our commercial best effort to follow the options as recommended by the Master Agreement.



National Commitments - ECONOMY

Kronos Incorporated shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options. Kronos Incorporated shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and the time associated with alternative bids and solicitations.

National Commitments - SALES

Kronos Incorporated shall market the Master Agreement through Kronos Incorporated's Public Sector sales force. Kronos Incorporated shall ensure that our Public Sector sales force is properly trained, engaged and committed to offering the Master Agreement as Kronos Incorporated's primary offering to Public Agencies.

Kronos Incorporated's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides Kronos Incorporated's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

Kronos Incorporated shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Kronos Incorporated, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

Kronos takes the education of its sales force very seriously as this is the backbone to successfully promote U.S. Communities in the marketplace. Training regarding U.S. Communities would include but not be limited to:

- One day meeting with U.S. Communities to train public sector and education Sales Executives on the promotion, advantage, and details surrounding a master contract with U.S. Communities.
- A dedicated Kronos representative may be appointed to manage business development including ongoing creation of training materials as needed.
- Reference materials made available through a “playbook” citing vital information about the US Communities contract.
- US Communities training included in all future New Hire training formats.

Kronos Incorporated shall establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier’s homepage or main menu navigation containing:
 - U.S. Communities standard logo
 - Copy of original procurement solicitation
 - Copy of Master Agreement including any amendments
 - Summary of Products and Services pricing
 - Electronic link to U.S. Communities’ online registration page



- Other promotional material as requested by U.S. Communities
- A dedicated toll-free national hotline for inquiries regarding U.S. Communities
- A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com

Kronos Incorporated shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

Upon request by U.S. Communities, Kronos Incorporated shall participate in a performance review meeting with U.S. Communities to evaluate Kronos Incorporated's performance of the covenants set forth in this Agreement.

Kronos Incorporated may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Kronos Incorporated hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Kronos Incorporated Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right.

Kronos Incorporated warrants that:

- Kronos Incorporated is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder
- The use of Kronos Incorporated Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.



Company Overview

1. Provide the total number and location of sales persons employed by your company in the United States.

State	Employee Count
AL	1
AR	1
AZ	4
CA	17
CO	16
CT	2
DE	1
FL	14
GA	9
IA	3
ID	1
IL	12
IN	4
KS	5
LA	2
MA	53
MD	2
ME	2
MI	2
MN	6
MO	4
NC	8
NH	11
NJ	8
NY	5
OH	8
OK	1



OR	1
PA	9
RI	5
SC	4
TN	6
TX	18
VA	5
WA	2
WI	2
WV	1
Grand Total	255

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Public Sector agencies need to procure the proper goods and services, at the best value, and in the easiest manner while ensuring compliance with procurement laws and policies at all levels to include federal, state, and local. This is no easy task and procurement departments should rely on the expertise of their trusted sales personnel in navigating procurement opportunities that meet their stringent requirements. Kronos sales people recognize US Communities as the “leading national cooperative purchasing program, providing world-class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing.”

As the current Workforce Management Solutions provider for US Communities, Kronos has excelled at marketing and presenting this procurement opportunity to thousands of public sector organizations in the United States through local, regional, and national tradeshows; printed publications; speaking engagements; and face-to-face interactions with customers at their places of business. For every engagement, Kronos presents to the customer its US Communities Workforce Management Solutions contract. Even in situations where a competitive Request for Proposal process is deemed necessary, Kronos will often include its partnership with US Communities in its proposal, particularly for negotiation and pricing conversations.

Between 2013 and today, hundreds of US Communities customers have taken advantage of the US Communities discounts (up to 50 percent off list price) and realized hundreds of millions of dollars in cost savings. Kronos understands this is only the beginning of the benefit it can provide to its customers via US Communities. A career public sector advocate has been hired as the Director of Contracts and Procurement and will serve as the National Account Manager for US Communities. His primary goal is to deliver specialized cooperative purchasing training to public sector agencies and Kronos sales personnel; develop partnerships and relations with US Communities Program Managers and participating agencies; and develop marketing initiatives to include speaking engagements at procurement, finance, and other trade shows nationwide.



3. Explain how your company will educate its sales force about the Master Agreement.

Kronos Incorporated takes the education of its sales force very seriously as this is the backbone to successfully promote U.S. Communities in the marketplace. Training regarding U.S. Communities would include but not be limited to:

- One day meeting with U.S. Communities to train public sector and education Sales Executives on the promotion, advantage, and details surrounding a master contract with U.S. Communities.
- Sales Executives outside of Public Sector and Education, will be offered 3 - 90 minute Webinar training sessions to become familiar with US Communities and the contract.
- A dedicated Kronos Incorporated representative appointed to manage business development including ongoing creation of training materials as needed.
- Reference materials made available through a “playbook” citing vital information about the US Communities contract.
- US Communities training included in all future New Hire training formats.

Kronos Incorporated has 3 distinct micro verticals;

1) State and Local government, 2) K12 and 3) Higher Education. These micro verticals are managed by Public Sector Directors responsible for their geography. An internal Business Development representative would orchestrate meetings with each of the sales executives in an area with the corresponding U.S. Communities partner. Discussions would include current customer negotiations and active potential customer engagements. In addition, it will be important to discuss leveraging existing US Communities relationships in the geographical area for potential new projects as well as existing clients.

Kronos Incorporated will provide on-going education to the Public Sector sales organization to ensure that our sales reps are kept up to date on any changes or amendments to the Master Contract.

4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	2015 Sales	2016 Sales	2017 Sales
Cities	\$4.3M	\$7.9M	\$11.2M
Counties	\$16.1M	\$17.3M	\$18.27M
K-12 (Pubic/Private)	\$9.7M	\$11.4M	\$12.8M
Higher Education (Public/Private)	\$6.3M	\$7.M	\$8.7M
States	\$9.8M	\$9.4M	\$23M
Other Public Sector and Nonprofits	\$6M	\$6.8M	\$8M
Federal	\$12.M	\$8.6M	\$7.9M



Private Sector	\$1.077B	\$1.132B	\$1.29B
Total Supplier Sales	\$1.14B	\$1.2B	\$1.38B

5. For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	2015 Sales	2016 Sales	2017 Sales
Cities	\$4.3M	\$7.9M	\$11.2M
Counties	\$16.1M	\$17.3M	\$18.27M
K-12 (Pubic/Private)	\$9.7M	\$11.4M	\$12.8M
Higher Education (Public/Private)	\$6.3M	\$7.M	\$8.7M
States	\$9.8M	\$9.4M	\$23M
Other Public Sector and Nonprofits	\$6M	\$6.8M	\$8M
Federal	\$12.M	\$8.6M	\$7.9M
Private Sector	\$1.077B	\$1.132B	\$1.29B
Total Supplier Sales	\$1.14B	\$1.2B	\$1.38B

6. Provide a list of your company's ten largest public agency customers, including contact information.

The following organizations represent the largest public agency Kronos customers, all whom have procured Kronos Workforce Management Solutions via US Communities:

Organization	Contact	Phone Number
Prince William County Public Schools	<u>14800 Joplin Rd Manassas VA 20112</u>	703-791-8740
City of Indianapolis/Marion County	<u>200 E Washington St Indianapolis IN 46204</u>	317-327-4453
Contra Costa County	<u>2955 Treat Blvd Concord CA 94518</u>	925-930-2120
Austin Independent School District	<u>1111 W. 6th St. Austin TX 78703</u>	512-414-2411
State of Arkansas - Department of Finance And Administration	PO Box 925 Forrest City AR 72336	870-633-5411
Prince Georges County Government	<u>1400 McCormick Drive Largo MD 20774</u>	301-883-6405



Morristown County	30 Schuler Place 4th Floor Morristown NJ 07960	973-285-2869
BOCC - Hillsborough County	<u>601 E. Kennedy Blvd Tampa FL 33601</u>	813-301-7088
MHMRA of Harris County	<u>7011 Southwest Freeway Houston TX 77074</u>	713-970-7287
Cherokee County Board Of Education	200 Mountain Brook Ct Canton GA 30115	770-479-4268
Quinnipiac University	<u>275 Mt Carmel Ave Hamden CT 06518</u>	203-582-3446
County of Albemarle	<u>401 Mcintire Road Charlottesville VA 22902</u>	434-296-5854
The University of Tennessee	<u>5723 Middlebrook Pike Knoxville TN 37921</u>	865-974-3106
Salt Lake City	<u>451 S State St - Rm 235 Salt Lake City UT 84111</u>	801-535-7943
City of Bloomington	<u>109 E Olive St Bloomington IL 61702</u>	309-434-2333

7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Kronos does not hold any direct contracts with any other National cooperative purchasing programs.





Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Orders are placed by Customers submission of a signed Order Form or Purchase Order. Once the order is accepted and processed through the Kronos order process, the products will be shipped and billed in accordance with the agreement.

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

Signed order form or purchase order.

3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

Kronos does not use a single system for all phases of ordering, processing, delivery and billing.

4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Typical payment terms are N30. Kronos does not offer quick-pay incentives.

5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Customers can place orders by signing an order form or submitting a PO which makes reference to an order form.

6. Describe how your company proposes to distribute the Workforce Management products and services nationwide.

Kronos offers our solutions as a Software as a Service offering. Kronos maintains the solution in our cloud environment and the application is available through a secure URL. Employees requiring access are granted licenses to log into the system. Applicable rules are applied as needed. Based on our customer's needs Kronos also offers on-premise options for certain Kronos solutions.

7. Identify all other companies that will be involved the Workforce Management Systems provided to the end user.

Kronos understands that delivering value to our clients through alliances depends on an unwavering commitment to mutually successful business relationships. That commitment, combined with our uncompromising dedication to delivery excellence, enables us to provide value to Cobb County and U.S. Communities by utilizing partners who bring unique business value. You can find a list of the various organizations with whom we have developed solid partnerships at the following links:



Workforce Ready Marketplace:

- <https://www.kronos.com/products/workforce-ready-suite/workforce-ready-marketplace>

Workforce Dimensions Marketplace:

- <https://www.kronos.com/about-us/workforce-dimensions-technology-partner-network/workforce-dimensions-marketplace>

Kronos Partners:

- <https://www.kronos.com/about-us/services-partners>

As the needs of Kronos and our customers change we are always looking to expand our partnerships, SIs and complimentary products.

8. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).

Kronos is headquartered in Lowell, Massachusetts. Kronos has 53 offices in North America, serving customers in all 50 states, as well as 19 international offices. Our products are also sold through a network of offices, subsidiaries, and distributors to more than 130 countries to over 30 million users. Kronos has international subsidiaries in Australia, Brazil, Canada, China, France, Germany, India, Latin America, Spain, and the United Kingdom.

Locations of these offices include Massachusetts, Missouri, Texas, Pennsylvania, Minnesota, Colorado, Georgia, Oregon, New Jersey, Maryland, Ohio, Indiana, California, Florida, Kansas, New York, and Illinois. Please visit the [Kronos Locations and Global Reach](#) website for a complete listing.

Below is a sample listing of our North American offices:

- Kronos Incorporated (Headquarters):

900 Chelmsford Street
Lowell, MA 01851

- Kronos Canadian Systems Inc.

200–1060 Manhattan Drive
Kelowna, British Columbia
V1Y 9X9 Canada

- Kronos Canadian Systems Inc.

110 Matheson Blvd West
Suite 320
Mississauga, Ontario





L5R 4G7 Canada

- Kronos Canadian Systems Inc. Systèmes Canadiens Kronos Inc.
3535 Queen Mary Rd
Suite 500
Montreal, Quebec
H3V 1H8 Canada
- Kronos Canadian Systems Inc.
1275 West 6th Avenue
Suite 204
Vancouver, British Columbia
V6H 1A6 Canada

Below is a sample listing of our North America divisions:

- AD OPT Solutions Group
3535 Queen Mary Rd
Suite 500
Montreal, Quebec
H3V 1H8 Canada
- Kronos Workforce Ready Partner Network
3040 Route 22 West
Suite 200
Branchburg, NJ 08876
- EZCall Solutions Group
22 W Washington St
Suite 1500
Chicago, IL 60602
- Kronos iSeries Solutions Group
814 North Nolan River Road
Cleburne, TX 76033



- Indianapolis Technology Center
101 West Washington Street
Suite 900
Indianapolis, IN 46204
- Kronos TeleStaff Solutions Group
240 Commerce
Suite #200
Irvine, CA 92602
- Labor Analytics Solutions Group
5405 Cypress Center Drive
Suite 300
Tampa, FL 33609
- Hiring Solutions Group
11850 SW 67th Avenue
Suite 200
Tigard, OR 97223

Here is a sample listing of our global offices:

- Kronos Brasil
São Paulo World Trade Centre
Av. das Nações Unidas, 12551
17º andar
Brooklin Novo
São Paulo 04578-000
Brasil
- Kronos de México, S.A. de C.V.
Torre Polanco Gral. Mariano Escobedo
476 Piso 16 Col. Anzures
Miguel Hidalgo
11590 México, D.F.



- Monterrey, Nuevo León
Batallón de San Patricio No. 109
Oficina 1702
66260, San Pedro Garza García, Nuevo León
- Kronos Systemes BVBA
Research Park Z.1 70 1731
Asse (Zellik)
- Kronos Deutschland
Leopoldstrasse
244 80807 München

9. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Kronos can provide a detailed purchase history and product usage by department for each Participating Agency.

10. If applicable, describe your company's ability to do business with manufacturer / dealer / distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Kronos Incorporated has a Supplier Diversity Program. Kronos Incorporated is committed to developing a growing portfolio of viable, competitive minority and women-owned business which will enable Kronos to increasingly utilize a supplier base which truly reflects the diversity of our customer base. Our goal is to utilize a proactive business process that seeks to provide suppliers equal access to purchasing opportunities. It promotes supplier participation reflective of Kronos diverse Customer base and diverse business community.

Kronos Incorporated participates in this Supplier Diversity Program to:

- Support our current customer base
- Attracts new customers
- Consistent with our core values
- Gives back to the communities we serve
- Complies with Regulatory requirements
- Minority and Women-owned businesses growth is trending up





The elements to our Supplier Diversity Program are:

- Executive commitment & involvement
- Formal Policy
- Dedicated Staff and Action Plan
- Budget
- Buyer Training and Accountability
- Tracking and Reporting system
- Internal and External Communications

a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.

Though headquartered in Lowell, Massachusetts, Kronos has 53 offices in North America as well as 19 international offices. Locations of these offices in the US include Massachusetts, Missouri, Texas, Pennsylvania, Minnesota, Colorado, Georgia, Oregon, New Jersey, Maryland, Ohio, Indiana, California, Florida, Kansas, New York, and Illinois. Additionally, our sales and consulting staff is spread across North America with dedicated representatives in the region of the clients they serve.

As a public sector provider of Workforce Management Solutions, we value our commitment to communities and strive to be inclusive of their local and MWBE companies. Specifically, Kronos has implemented a Supplier Diversity Procurement Policy to ensure inclusion of minority, women and veteran owned businesses in the competitive bidding process at Kronos, Incorporated in support of our commitment to provide quality products and services to our customers while delivering outstanding value to our shareholders.

Included in this policy is participation in the Greater New England Minority Supplier Development Council and deployment of the Kronos Supplier Diversity Program.

- Our Mission: To develop a growing portfolio of viable, competitive minority and women-owned business which will enable Kronos to increasingly utilize a supplier base which truly reflects the diversity of our customer base.
- Our Goal: A proactive business process that seeks to provide suppliers equal access to purchasing opportunities. It promotes supplier participation reflective of Kronos diverse Customer base and diverse business community.

Under the US Communities arrangement - wherein our supplier network may not be used due to contractual terms and conditions - Kronos is dedicated to understanding and facilitating however possible, the inclusion of local and MWBE companies that can provide services such as training, implementation, consulting, and other complementary services.



b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Kronos is closely aligned with MWBE businesses across all Public Sector subverticals including State/Local Government, Higher Education and K-12. The MWBE business partners serve as both prime and subcontractors depending on best practices and customer preferences. Service offerings provided by the MWBE partner ecosystem include Project Management, Change Management, Software Integration, Hardware Survey/Installation.

Examples of these MWBE Partners include:

- MetaSource IT: Project Management, Change Management, Hardware Survey/Installation
- SDI Presence: Project Management, Software Integration and Implementation Services
- Oakland Consulting: Project Management
- Analytic.li: Analytics Support, Software Integration



Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

Kronos employs a large marketing division that is dedicated to state government, local government, and education organizations across the country. Kronos' longevity in the public sector space, along with broad marketing experience, has allowed us to create a rich and highly customized marketing plan for the public sector that includes:


- Advertising across major online and radio mediums, including public sector-specific venues.
- Search engine marketing.
- Quarterly campaign programs that reach nearly 100,000 contacts to drive both awareness and leads.
- Press releases for significant news.
- Customer video testimonials.
- Customer case studies.
- Analyst interviews, including joint marketing activity with the analyst community.
- Collateral production.
- Social media (Blogs, Tweets, Facebook and LinkedIn).
- Joint research, with published results, in collaboration with organizations like Governing's Research Institute, eSchool News, and eCampus News.
- Sponsorship and participation in major conferences and trade shows supporting the public sector.
- Participation in leadership committees/councils for IPMA-HR, NASCA, NASPE, and CUPA-HR.
- Webinars.
- User groups meetings.
- Customer Advisory Boards (CABs).

2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

After initial training on the U.S. Communities master agreement is complete, the following will be implemented to further position Kronos/U.S. Communities and will differentiate this agreement from our existing contracts:

- U.S. Communities logo added to all presentations.
- Positioning paragraph at forefront of proposal responses encouraging organizations to utilize the U.S. Communities contract.
- Sales Executives will lead with the U.S. Communities master agreement ahead of other buying vehicles or before entering into terms and conditions negotiations with the client.



- 
- U.S. Communities logo placed on the Public Sector and Education web pages of Kronos.com.
 - Issue press release announcing agreement followed by a second release within a year announcing some new customer engagements utilizing U.S. Communities.

Kronos will continue to look for joint marketing efforts with U.S. Communities through membership organizations such as:

- College and University Professional Association – Human Resources (CUPA-HR)
- National Association of State Personnel Executives (NASPE)
- National Association of State Chief Administrators (NASCA)
- EDUCAUSE
- Government Finance Officer Associations (GFOA)
- Association of School Business Officers (ASBO)
- International Public Management Association – Human Resources (IPMA-HR)...

Additionally, Kronos participates in marketing opportunities with third-party government and education thought-leaders such as:

- Governing Magazine
- Center for State & Local Government Excellence
- Praetorian Group
- eSchool News
- eCampus News

3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

- \$.00 in year one
- \$.00 in year two
- \$.00 in year three





National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 3 (page 41), New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.



	1. First Conference Call	2. Executed Legal Documents	3. Program Contact Requirements	4. Second Conference Call	5. Marketing Kick Off Call	6. Initial NAM & Staff Training Meetings	7. Senior Management Meeting	8. Review Top Joint Target Opportunities	9. Web Development	10. Sales Training & Roll Out	11. Marketing	12. Agency Webinars
Pat Bennett Vice-President, Public Sector Sales	X			X		X	X	X		X		
Jennifer Dowd Public Sector Marketing Director	X				X	X			X		X	X
Kristen James Field Sales Operations Manager	X	X	X	X		X	X		X		X	
Marie-Helene Rochefort Senior Corporate Counsel	X	X				X						
Cheryl Burley Sales Operations Supervisor	X	X	X	X		X			X			
Virginia Whalen Sales Enablement	X					X			X			
Linda Misegadis Public Sector Business Consultant Director	X		X	X		X	X	X		X		X
Brian Coopman Director of Contracts and Procurement	X	X	X	X	X	X	X	X	X	X	X	X

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.	Pat Bennett Vice President Public Sector	5%
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.	Brian Coopman Director of Contracts and Procurement	75%
Lead Referral Manager	Responsible for distributing leads generated through the USC website.	Brian Coopman Director of Contracts and Procurement	5%
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.	Jen Dowd Director of Marketing	5%
IT Lead	Responsible for building USC landing page for supplier.	TBD	5%
Reporting Lead	Responsible for providing monthly reports to USC.	Kristen James Field Sales Operations Manager	5%

3. Provide an organizational chart of your company.

Kronos Executive Management Organization Chart

Our team of executive leaders directs Kronos' collective expertise toward the needs and goals of our worldwide customers and employees. Kronos does not disclose employee names that are not already considered public information. Below are Kronos' organizational officer names and structure:

- , Chief Executive Officer
- , President
- , Chief People Officer
- , Chief Administrative Officer
- , Chief Product Officer and Head of Cloud Operations
- , Chief Financial Officer
- , Vice President, Customer Support



- , Chief Customer and Strategy Officer
- Chief Marketing Officer
- , Vice President, General Counsel
- , Chief Revenue Officer

KRONOS AWARDS AND LEADERSHIP EXPERIENCE

Provided below is a small sample of our executive leadership achievements and company experience in 2018. More supporting information can be provided upon request.

Kronos and our products have been recognized by various influencers, including: Gartner, IDC, IMS Research, Biometritch, MITX, Network World, PC Week, Software Magazine, Workforce Management, Boston Business Journal, Healthcare Informatics and Microsoft Partners. Additionally, Kronos continues to secure placements on prestigious industry listings, including the following categories, to name a few:

- In 2018, Kronos Incorporated announced it was recognized by Great Place to Work® around the world in separate competitions in Asia, Canada, India, the U.K. for its WorkInspired workplace culture. Each year, Great Place to Work surveys more than 10,000 organizations from over 58 countries worldwide. In total, 12 million individual employee voices are represented as part of this process. Kronos has submitted for regional Great Place to Work competitions in nearly every country where it has a significant presence, and in the last two months has racked up accolades in several regions, including:
 - **Asia** - Kronos named the 14th Best Multinational Workplace in all of Asia. Nearly 1.5 million people participated in the survey across nine Asian countries where Great Place to Work is represented. According to the Best Workplaces in Asia research, 90 percent of Kronites care about each other; 94 percent feel a sense of pride in their



accomplishments; and 90 percent feel good about the way the company contributes to the community. This award comes shortly after Kronos was named as a Best Place to Work in Greater China for the first time.


- **Canada** - Kronos was named a Best Workplace in Canada for the fourth consecutive year. Kronos ranked in the top 25 Canadian workplaces recognized for building a high trust organizational culture and advancing best-in-class management practices to fully engage their workforces, delight their customers, and contribute to their communities. This award comes just months after Great Place to Work Canada ranked Kronos a Best Workplace for Women for the fourth consecutive year and a Best Workplace for Inclusion.
 - **India** - Kronos named a Best Workplace in India. This is Kronos' first time making the countrywide list of India's Best Workplaces, which analyzed more than 600 organizations across the nation. In each of the last three years Kronos was named one of India's 50 Best Information Technology Companies.
 - **United Kingdom** - In the first year submitting for the honor, Kronos was recognized as one of the U.K.'s Best Workplaces. Employee benefits and a culture of caring are just two of the many reasons why Kronos employees choose to go to work every day, according to Great Place to Work U.K., which recognized Kronos for the first time alongside 127 other U.K. organizations.
- In 2018, Kronos announced that, for the third consecutive year, Chief Executive Officer (CEO) Aron Ain has won a prestigious Glassdoor Employees' Choice Award honoring Top CEOs in 2018. Ain ranked 27th out of 100 CEOs across all industries in countries throughout North America and parts of Europe – up from 54 in 2017.
 - In 2018, Kronos was named as one of the top three places to work in IT, Internet, Software & Services. Kronos made the annual Forbes America's Best Midsize Employers list for the fourth consecutive year, which honors employers with more than 1,000 employees based on an independent survey conducted by Statista.com. The survey was conducted among more than 30,000 American employees across 25 industry sectors. Willingness to recommend one's own employer was the most important metric of the Forbes assessment, and the mix of respondents (gender, age, region, educational level, and ethnicity) is representative of the overall U.S. workforce. Kronos was the third-ranked employer in the IT, Internet, Software & Services category, and the highest-rated HCM and workforce management solutions provider.
 - In 2018, Kronos won two separate honors for its Indianapolis Tech Center of Excellence, including being named a top 10 place to work in Indiana, where the company has its second-largest office in North America. Kronos was named a top 10 Best Place to Work in Indiana in the 13th annual statewide ranking compiled by the Indiana Chamber of Commerce and Best Companies Group. The rankings identify, recognize, and honor employers in Indiana that benefit the state's economy, workforce, and businesses. Rankings are determined by a two-part survey process: an examination of workplace policies, practices, philosophy, systems, and demographics plus an anonymous survey of workers to measure employee experience. Kronos' Indianapolis Tech Center of Excellence, which is home to about 200 Kronites, was also honored with an Indianapolis TechPoint Mira "Best Tech Event" Award for its innovative and engaging interview process, which is used to hire the best and brightest talent from local Indiana colleges and universities. The



Kronos Indianapolis Tech Center of Excellence Interview Blitz is a full-day event providing the next generation of technology leaders with networking, interviewing, and case study competition activities to evaluate their collaboration, innovation, and communication skills.

- On March 8, 2018, International Women’s Day, Kronos Incorporated announced it has been named to the list of 2018 Best Workplaces™ for Women for a fourth consecutive year by Great Place to Work®. Additionally, at an awards gala to kick off the 15th annual Great Place to Work For All Summit™, Susan Rossnick, vice president of engineering at Kronos, was honored as a women leader as part of the inaugural Great Place to Work For All Leadership Awards. On the eve of the 107th International Women’s Day, Kronos’ Susan Rossnick was one of the women leaders honored from companies on Fortune magazine’s 100 Best Companies to Work For list – which Kronos made for the first time this year – and Best Workplaces for Women list. Rossnick was chosen for her critical role and outstanding leadership throughout the development and launch of Workforce Dimensions, a revolutionary new solution from Kronos that has redefined the future of workforce management and pushed the limits of innovation. Rossnick is also a shining example of Kronos’ ground-breaking Manager Effectiveness Index (MEI) initiative – which will be the topic of a feature case study session today at the Great Place to Work For All Summit – as she improved her personal MEI scores to 100 percent as rated by her team amidst the lead up to the most anticipated product launch in the company’s 40-year history.
- In 2018, Kronos secured the number one ranking in the time and attendance segment in the “2018 Best in KLAS: Software & Services” report published by KLAS, a research and insights firm on a global mission to improve healthcare delivery. The report was published in January 2018. KLAS collects thousands of healthcare providers’ feedback needed to compile the annual Best in KLAS report and in every instance, the KLAS methodology includes screening for bias to ensure as clean and random a sample as possible. Kronos serves 3,500+ acute hospitals and more than 10,000 post-acute care organizations and has a presence in the healthcare sector across Africa, Asia, Australia, Europe, and North America.
- In 2018, Kronos was named one of the FORTUNE 100 Best Companies to Work For according to global research and consulting firm Great Place to Work and Fortune magazine. The 2018 FORTUNE 100 Best Companies to Work For list is based on a combination of survey responses from more than 315,000 employees rating their workplace culture, as well as an extremely detailed culture audit of employee policies, benefits, values, professional development opportunities, recognition programs, communication processes, community involvement, and more. The 50-plus elements of the Great Place to Work Trust Index® survey covers a wide range of topics, including employees’ feelings about trust in managers, compensation, fairness, camaraderie, and workplace traits linked to innovation. According to the Great Place to Work research of Kronos employees, 94 percent of Kronites are proud to work at Kronos; 96 percent laud the company for great communication; and 95 percent of Kronites agree they have a great boss. The 100 Best Companies list is the preeminent ranking in a series of annual rankings by Great Place to Work and Fortune from the pool of Great Place to Work-Certified™ organizations.
- In 2018, Kronos announced that Great Place to Work® named Kronos a Best Workplace for Inclusion. Kronos was named one of the 25 Best Workplaces for Inclusion in Canada, which is based on direct and anonymous employee feedback from the Great Place to Work Trust Index®. For eligibility, companies must first be Certified as a Great Place to Work and then at least 90





percent of employees must agree they are treated fairly regardless of role at the company as well as personal characteristics, including gender, ethnicity, age, and sexual orientation. Great Place to Work selected the 25 Best Workplaces for Inclusion based on employee responses to inclusion-related Trust Index statements as well as an organization's workplace programs and practices that support inclusion.

- In 2018, Kronos was named one of Montréal's Top Employers as part of Canada's Top 100 Employers competition. The annual Canada's Top 100 Employers competition analyzes organizations on their HR practices; health, financial, and family benefits; performance management practices; employee communication; training and development opportunities; vacation and time off policies; physical workspaces and work atmosphere; and community involvement. Employers were compared to other organizations in their industry to determine which offer the most progressive and forward-thinking programs. Kronos was lauded specifically for its fully paid parental leave policies for new moms and dads, including financial subsidies for adoption; its GiveInspired corporate giving and philanthropic initiatives; its open paid time off policy, myTime, that covers vacation, sick time, volunteering, and general life maintenance; and numerous opportunities for employees to be recognized for exceptional performance and achievements, including the Kronos Courage to Lead awards program that honors great people managers worldwide.
- In 2018, Kronos announced that it had been honored by Fortune and Great Place to Work as one of the 20 Best Large Workplaces in Technology. The Best Workplaces in Technology list compiled by Fortune magazine considered 79,000 employee surveys from top software and technology companies across the U.S. Research and consulting firm Great Place to Work evaluated more than 50 elements of the Kronos employee – or Kronite – experience related to innovation, including communication, professional development, and recognition. The ranking also accounted for the share of women, people of color, Baby Boomers, and LGBT individuals experiencing innovation in the workplace. According to the Great Place to Work research of Kronos employees, 94 percent of Kronites are proud to work at Kronos; 96 percent laud the company for great communication; and 95 percent of Kronites agree they have a great boss.
- In 2018, Kronos was recognized by the Great Place to Work® Institute in Greater China for the first time as one of the region's Best Companies to Work For®. The sixth-annual Best Places to Work in Greater China ranking was determined by Great Place to Work Greater China based on employee responses to the Trust Index© survey combined with insight from an extensive Culture Audit© review and detailed evaluation of Kronos' internal processes, procedures, and culture. Together, the employee feedback and workplace culture assessments conducted by Great Place to Work Greater China aim to map organizations to five trust-building dimensions of what makes a great place to work: credibility, respect, fairness, pride, and camaraderie. Kronos was one of only 33 companies in Mainland China, Hong Kong, and Taiwan to make the list.



4. Submit a bio for each of the below personnel:

a. The person your company proposes to serve as the National Account Manager;

Brian Coopman

Brian Coopman is the Director of Contracts and Procurement for Kronos, Incorporated and Kronos SaaShr, Inc. Mr. Coopman oversees all purchasing vehicles, reseller agreements, state contracts; and provides training and consulting to sales staff on best practices in all matters of public administration and public policy.

Mr. Coopman has over 15 years experience in the public sector. In 2004 he joined the City of Davenport, IA and was instrumental in several technological and organizational improvements. In 2013 he joined Cartegraph Systems and was responsible for public sector software implementation, consultation, and sales. Mr. Coopman joined Kronos in 2018 with the primary purpose of becoming the US Communities National Account Manager.

Mr. Coopman holds a Masters degree in Public Administration from Drake University and a Bachelors degree in Business Administration from Saint Ambrose University.

b. Each person that will have primary responsibility for U.S. Communities account management; and

Jennifer (Jen) Dowd


Jennifer (Jen) Dowd is the Sr. Manager, Public Sector Marketing at Kronos contributing to the strategy and continued growth of the Public Sector vertical. With close to 20 years of working with both the Government and Education markets, Jen has seen first-hand the struggles and triumphs these industries have faced over the past couple of decades in relation to their workforce.

Jen has a passion for the role the Government and Education workforce plays in our everyday lives. She can be credited with engaging leading government and education groups, publishers, and thought-leaders to put more focus on labor efficiency. The direct impact all levels of the workforce have on citizen and student outcomes is often overlooked. With the help of various media outlets, she has worked with customers to share stories, best practices, and thoughts on topics of interest to both Government and Education leaders.

Linda Misegadis

Linda is a passionate, extensively experienced and goal-oriented public sector subject matter expert and former Payroll Director with over twenty years' experience in both the private and public sector. Linda is a Certified Payroll Professional, Certified Public Manager and Certified Change Manager. She leads a team of subject matter expert in state and local government, K-12 and Higher Education. Linda is also responsible for the management of contracts and procurement, as well as, managing the lobbyists relationships.





Linda has proven expertise in driving efficiency and productivity through the evaluation of Payroll, Human Resources and Workforce Management solutions. She is an effective change agent with a proven track record of facilitating change management initiatives both small and large scale.

Linda comes to Kronos after previously working at the City and County of Denver where she served as the Director of Citywide Payroll Operations and Administration. She successfully transitioned the City and County of Denver from a completely manual, paper based time management system to a state-of-art Kronos solution for all 13,000 city employees.

Linda is a member of the American Payroll Association. Linda also serves on the volunteer board for the Association of Change Management Professionals, is a member of the Diversity Council and serves as a volunteer for several other organizations.

Kristen James

Kristen James is the Field Operations Manager for Public Sector at Kronos and is responsible for managing the quote to order process and reporting.

c. Key executive personnel that will be supporting the program.

Patrick Bennett

Patrick Bennett is the VP of Public Sector Sales with Kronos Incorporated. He has a Bachelor of Science degree in Marketing from Lipscomb University in Nashville, TN. He began his career with Kronos in 1993 and has held various sales, management, and leadership roles and responsibilities in Louisville, KY, Indianapolis, IN, Dallas, TX, and Nashville, TN where he now resides. He has successfully built, rebuilt, and led sales teams to over achievement and success throughout his career while working with Fortune 500 companies, large Healthcare organizations, Public Sector agencies, and Higher Ed institutions across the country.

He has been married to Cynthia Duke Bennett for 25 years, and they have two boys, Brooks who is twenty-one and Nathan who is eighteen.

Patrick has served on the board of Youthreach International (Atlanta, GA) and Encouragement Ministries (Nashville, TN) and currently serves on the board of The Well Coffeehouse in Nashville, TN. He enjoys most sports but is particularly fond of Indiana Hoosier basketball, Indianapolis Colts football, and Nashville Predator hockey. He also enjoys running, reading, and spending time with his family. Patrick and his family are active in their church and have taken four different mission trips to Russia and Belarus.



Products, Services and Solutions

1. Provide a description of the products, services and systems to be provided by major product category set forth in Section One of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.

Offeror shall provide a complete workforce management system (WMS) that will support a Participating Public Agency's goal of improving productivity, controlling labor costs, and more efficiently managing employee workforce. We are seeking a workforce management system that includes the functionality of time and attendance and clocking systems, scheduling and staffing, and a real-time labor management tool.

Kronos Products, Services and Solutions Overview

KRONOS WORKFORCE MANAGEMENT SOLUTIONS ARE CONFIGURED NOT CUSTOMIZED

Customers recognize this approach as one of the primary benefits in partnering with Kronos. The technology built into Kronos solutions offers configuration options designed to accommodate the most challenging workforce management scenarios. This provides each of our customers with security, stability, and the power to rely on a workforce management solution that is dependable, easily to upgrade, and cost effective.

Among the primary reasons Kronos does not customize its products is the increased risk that accompanies customization. In addition, the cost and complexity of upgrading increases exponentially in a customized environment. Finally, customization undermines the best practices built into the software. Reliance on customization is often a symptom of bigger problems, including a solution's mismatch with a company's requirements or a lack of project controls during implementation.

With Kronos, customers rely on a proven solution that is 100% configurable. The advantages of a configurable solution lie in the ability for customers to have the power and control over their workforce management solution. Having this security is a contributing factor on why organizations look to Kronos for a workforce management partner.

Kronos Incorporated is proposing the following product suites and solutions:

- **Workforce Dimensions Product Suite**
- **Workforce Ready Product Suite**
- **Payroll Services**
- **Workforce Central Product Suite**
- **Workforce TeleStaff**
- **Kronos InTouch**



Workforce Dimensions

WORKFORCE DIMENSIONS REPRESENTS THE NEXT GENERATION OF WORKFORCE TECHNOLOGY

The automation of critical workforce processes such as timekeeping, scheduling, and leave management is still at the core of the most effective workforce management solutions. But to be future-ready, a new solution needs to leverage the latest smart technologies. Based on our long history of delivering workforce innovation, Workforce Dimensions™ represents the next generation of workforce technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: your people. Please see the following datasheet in the **Additional Information – Workforce Dimensions Specific Attachments** section of this proposal:

- **Workforce Dimensions Solution Guide** *“Built from the ground up to manage the workforce of the future today”*

WORKFORCE DIMENSIONS SOLUTION OVERVIEW

Supported by our decades of domain knowledge and powered by our industry-first Kronos D5™ platform, Workforce Dimensions provides a breakthrough employee experience and an unprecedented level of operational insight into your workforce management practices, allowing you to:

- **Work your way to empower and engage your workforce** — from any place on any device: Introducing the industry’s first fully responsive UI.
 - The first workforce management solution to incorporate a fully responsive UI, Workforce Dimensions provides the same engaging user experience across phones, tablets, and desktops – allowing employees and managers unprecedented control over how they want to consume information.
 - Users can create their own personalized experience with the information that is most critical to their roles.
 - One-click actions make common workflows simple, including submitting and approving time-off requests, timecard approvals, shift-swaps, and the handling of exceptions.
 - Collaborative Self-scheduling empowers employees to express where, when, and how much they want to work and the redesigned schedule optimization engines will generate an ideal schedule taking schedule fairness, work-life balance, and employee engagement to a whole new level.
- **Work smarter by streamlining workforce management practices and providing insights for delivering better business outcomes:** Transforming the role of the frontline managers through AI and advanced machine learning.
 - Another industry first, a personal digital consultant, Workforce Advisor, uses AI and advanced machine learning to automate daily, time-consuming decisions, dramatically increasing the time managers spend on more strategic initiatives.



- Proactive Compliance continually projects up-to-the-minute timekeeping data into the future, identifying and alerting managers to potential compliance risks hours and even days before an issue surfaces. As a predictive solution, it gives managers – for the very first time – the opportunity to prevent issues from happening, saving time, cost, and mitigating risk.
 - Advanced forecasting powered with AI and machine learning improves volume forecast accuracy by as much as 25 percent, resulting in higher quality schedules. Not only does this dramatically reduce operating costs from less over- and under-scheduling, but more accurate schedules drive revenue through improved productivity and customer service.
 - Real-time, embedded analytics – including over 150 pre-configured key performance indicators – for the first time give frontline managers the analytical tools they need to optimize workforce operations and deliver strategic labor insights to their organizations.
- **Work in a modern cloud that leverages new technologies and works seamlessly with your existing systems:** Delivering the industry’s first workforce management cloud platform designed specifically to meet the challenges of today’s global enterprises
 - Workforce Dimensions will integrate with Microsoft Outlook and Microsoft Teams to simplify daily tasks. Outlook integration makes it quick and easy for managers to respond to employee requests directly via actionable email messages and the Teams chat bot integration will support voice requests, allowing users to access work information, such as their schedule, simply by speaking.
 - Google Calendar integration allows users to download and share work schedules, while integration with Google Sheets makes it simple to export and share reports with colleagues.
 - Workforce Dimensions is built on the Kronos D5 platform, an innovative cloud architecture designed from the ground up to handle the massive real-time computational challenges of processing global enterprise workforce management data in real-time.
 - The Kronos D5 platform features an open API platform for easy integrations and extensions; a foundational artificial intelligence engine which enables predictive and intelligent solutions; lightning fast in-memory computing with the ability to process large volumes of data in seconds; a domain model with flexible and adaptable rules that manage suite interactions; and a unified information architecture that eliminates the need for data warehousing and simplifies access to analytics for all users.
 - Kronos has leveraged partnerships with leading technology providers such as Google and Microsoft to use the Kronos D5 platform to develop product extensions to Workforce Dimensions:
 - Kronos is also working collaboratively with leading global human capital management providers Oracle, SAP, and others on pre-built connectors to their applications. These connectors will give organizations access to existing integrations to shorten implementation cycles and move data seamlessly between the applications.



- The Kronos D5 platform powers Workforce Dimensions using Google Cloud Platform, leveraging Google Cloud’s substantial investments in global infrastructure, security, and ongoing innovation.

Combining more than 40 years of global domain expertise with the latest in cloud computing technology and refined by thousands of ongoing CAB strategy discussions, prototype development, and onsite customer testing, Kronos redefined the future of workforce management with Workforce Dimensions. Every facet of the platform, from a breakthrough user interface (UI) to its embedded artificial intelligence (AI) and machine learning algorithms, has been re-imagined to help organizations drive better business outcomes.

EVERY DIMENSION IS DESIGNED TO HELP YOU OPTIMIZE YOUR MOST VALUABLE RESOURCE

Kronos has a long history of delivering workforce innovations that help organizations manage technological change and shape their future of work, making us uniquely qualified to envision next-generation solutions that leverage new dimensions in work. And it is this vision on which Workforce Dimensions is built. Whether your goals are to increase productivity, improve compliance, control labor costs, or achieve better business outcomes through engaged employees, you can rely on Kronos more than any other vendor to help manage your workforce. And with Workforce Dimensions, you now have the technology tools you need — built on the vast power of evolving technologies — to manage your workforce of the future today.

Workforce Dimensions products are built to optimize your most valuable resource. Workforce Dimensions is a complete workforce technology suite for hourly and salaried employees. Based on our long history of delivering workforce innovation, Workforce Dimensions™ represents the next generation of workforce management. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: your people. With Workforce Dimensions, you now have the technology tools you need — built on the vast power of evolving technologies — to manage your workforce of the future today.

Provided below is a complete listing of Workforce Dimensions offerings:

WORKFORCE DIMENSIONS TIMEKEEPING

Workforce Dimensions Timekeeping easily tracks and manages employee time and attendance data. Using manual or disparate systems to manage employee time and attendance can make it difficult to manage labor expenses or gain visibility into costly trends and activities. By reducing or eliminating time-consuming manual administrative processes, Workforce Dimensions Timekeeping reduces costly payroll errors and overtime, improves workforce productivity, and frees your payroll staff to focus on higher-level activities.

- **Easy to use:** Offer employees intuitive features and a consumer-grade user experience
- **Automatic recommendations:** Help managers determine which time-off requests to approve
- **Proactive compliance:** Avoid costly overtime, missed punches, and more with real-time alerts that let you act before problems occur



- **Audit-ready:** Track time and manage policies from a single automated platform to stay prepared for audits
- **Deliver the right productivity tools to the right people.** Separate hourly and salaried timecards, personalized time-entry records for recording time against projects, full mobile timecard functionality, and 508-compliant functions are just some of the ways Workforce Dimensions™ Timekeeping lets users work their way — whether they're hourly, salaried, mobile, or working from a desktop. And with Microsoft Outlook integration, users can inform both the system and their team when they're absent.
- **Improve decision making with real-time data visibility via Dataviews and reports.** Workforce Dimensions Timekeeping gives managers a way to work smarter than ever. It stores time and attendance data in a single centralized platform that drives automated workforce processes and provides quick, easy access to meaningful labor data. Through Dataviews and reports, Workforce Dimensions Timekeeping simplifies access to the information needed to solve business issues by allowing all time and attendance data to be visualized, sorted, filtered, and exported according to user preference.

Leading workforce management capabilities delivered in a modern cloud platform. Workforce Dimensions Timekeeping is built on an advanced cloud architecture specifically designed for speed and efficiency of scale. It works seamlessly across all digital touchpoints — all while reducing the burden on internal IT resources. Automatic software updates provide continuous access to the latest product features and innovation.

Please see the following datasheets in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **[Workforce Dimensions Hourly Timekeeping Datasheet](#)**
- **[Workforce Dimensions Salaried Timekeeping Datasheet](#)**

WORKFORCE DIMENSIONS SCHEDULING

Workforce Dimensions Scheduler enforces scheduling rules and policies — automatically and consistently — to help you avoid employee grievances, litigation, and fines. Workforce Dimensions makes it easy to build accurate schedules that align staff coverage to anticipated demand. That way, you can minimize the wasteful over-staffing, reliance on contract workers, and overtime pay that can send labor costs soaring. Automated alerts notify you when schedules exceed budget limits so you can make appropriate adjustments to keep labor costs in check.

Please see the following datasheet in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **[Workforce Dimensions Scheduling Datasheet](#)**



WORKFORCE DIMENSIONS ABSENCE MANAGEMENT

Workforce Dimensions™ Absence Management helps you easily manage sick time, vacation time, leave, and more with complete reporting capabilities. Employees and managers alike can begin leave cases with just a few clicks. It also provides employees with efficient ways to view and manage their absences and accruals. Absence Management provide proactive compliance through automated tracking and alerts. Workforce Dimensions Absence Management integrates tightly with timekeeping and scheduling functions to give managers such features as setting time-off thresholds to prevent too many employees from taking the same day off. This type of automation and integration helps managers enforce rules more consistently and control the cost, risk, and productivity issues associated with absenteeism. The cost and productivity losses associated with employee absenteeism can seriously affect your bottom line and put your organization at risk for noncompliance. Workforce Dimensions™ Absence Management helps you easily manage sick time, vacation time, leave, and more with full visibility, all in one convenient automated platform.

- Easy data access for better absence management.
 - **Unprecedented flexibility to work your way** – Streamlined processes such as employee self-service help users be more engaged and productive. Employees and managers alike can begin leave cases, automatically inform their teams about upcoming absences, and even submit time-off requests in one click. Workforce Dimensions Absence Management provides employees with easy ways to view and manage their absences and accruals without having to spend precious time in the system.
 - **Deep visibility into attendance and leave data for stronger compliance** – Workforce Dimensions lets you work smarter by helping you identify absence trends to prevent problems before they occur. Workforce Dimensions Absence Management integrates more tightly with timekeeping and scheduling functions to give managers such features as setting time-off thresholds to prevent too many employees from taking the same day off. This type of automation and integration helps managers enforce rules more consistently and control the cost, risk, and productivity issues associated with absenteeism.
 - **Automated absence management on any device helps maintain productivity** – Working in the modern cloud helps managers better understand the effects of absenteeism in real time. They can do more than ever on a mobile device such as attaching documents and editing leave cases — and always on the platform’s latest release. Managers can freely monitor and enforce absenteeism policies, while employees are given the freedom and context they need to plan ahead.
- **Automation makes better employee absence management a reality.** Employee absence is often unpredictable but Workforce Dimensions Absence Management can give you the insight you need to lower costs, maintain productivity, and avoid the risk of noncompliance with labor laws and regulations.
 - **Generate documents automatically** – Customizable disciplinary action letter and FMLA-related medical certification form templates
 - **Get alerts** – Action items such as time-off requests, policy violations, and potential FMLA cases can be flagged
 - **Determine eligibility** – Automatically determine eligibility for sick time, vacation, and FMLA cases



- **Manage proactively** – Identify workers with attendance issues to improve productivity and prevent burnout of those filling in.

Please see the following datasheet in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **Workforce Dimensions Absence Management Datasheet**

WORKFORCE DIMENSIONS ANALYTICS

Turn information into insight in seconds with embedded analytics. Through the Kronos D5™ platform, Workforce Dimensions™ lets you access all your data and offers powerful tools for real-time visualization and reporting. Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. They can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports. Workforce Dimensions reports are interactive and include conditional formatting to highlight where issues and opportunities exist. An intuitive reporting engine lets you easily build or modify standard reports. Real-time KPIs provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.

- **Embedded analytics streamlines data interactions.** Gaining timely access to workforce information that provides valuable business insights can be difficult when legacy systems restrict access to data and its reporting. Through the Kronos D5™ platform, Workforce Dimensions™ lets you access all your data and offers powerful tools for real-time visualization and reporting.
- The insight you need — when you need it.
 - **Dataviews** – Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. Displayed in a familiar Excel-like format, Dataviews can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports.
 - **Actionable insights** – Workforce Dimensions delivers actionable insights to managers via interactive reports that include conditional formatting to highlight where issues and opportunities exist. Ad-hoc reporting capabilities simplify data access and analysis for business users. And right out of the box, an intuitive reporting engine lets you easily build or modify standard reports.
 - **Real-time KPIs** – Real-time KPIs help managers, HR leaders, and business analysts gain insight into their organization’s performance against business goals and objectives. They provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. And the KPI Builder lets you modify existing KPIs or create new ones.



- **Embedded analytics** – Now embedded analytics are available to all users, not just business analysts. Real-time KPIs and proactive recommendations empower managers and reduce the need for expert analysis. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.
- **Unprecedented business insight made possible by industry-first technology.** When your existing systems can't provide the data access and reporting capabilities you need for deeper business insights and better business outcomes, Workforce Dimensions delivers.
 - **Control labor costs** – Dataviews provide real-time access to operational data and data-science solutions help address key workforce challenges
 - **Minimize compliance risk** – Easily identify the source of problems — and build in business-critical KPIs using the KPI Builder
 - **Improve workforce productivity** – Ad-hoc reporting capabilities simplify data access and Dataview drilldowns make analysis easy

Please see the following datasheets in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **[Workforce Dimensions and Analytic.li Datasheet](#)**

WORKFORCE DIMENSIONS HR

Kronos Workforce Dimensions HR, a module in the integrated, cloud-based Kronos Workforce Dimensions suite, provides a single system for all employee records and HR functions — from recruiting, onboarding, and training to benefits, performance, and compensation. This easy-to-own solution provides the complete automation and high-quality information you need to help control labor costs, minimize compliance risk, and improve workforce productivity.

A single, end-to-end HR solution, Workforce Dimensions HR eliminates error-prone duplicate data entry and consistency issues that can occur across multiple systems. It provides standard and custom fields to cover the full range of HR requirements — from pre-hire to separation — so you can store and track all employee data in one location. Role-based web and mobile self-service enables employees and managers to view and update information at their convenience. Automation of hiring, onboarding, benefits, performance, compensation, and training processes — using configurable workflows — eases HR's administrative burden, supports compliance, and drives results. And real-time access to HR data improves decision making for more effective workforce management.

Please see the following datasheets in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **[Workforce Dimensions HR Datasheet](#)**



WORKFORCE DIMENSIONS PAYROLL

Using the automated Workforce Dimensions Payroll solution, you can streamline payroll processing to increase productivity, improve payroll accuracy, and gain greater control of your payroll process—in house and on your schedule. When you move payroll processing to Workforce Dimensions Payroll, you will see numerous benefits:

- Access up-to-the-minute payroll information and real-time reporting to analyze payroll activity and see trends
- Easily determine pay for regular and overtime hours to better manage labor costs
- Deliver accurate paychecks to employees every pay period
- Empower employees with online self-service tools and mobile access to their payroll information
- Manage complex payroll requirements with ease and ensure accuracy of employee withholdings

Please see the following datasheets in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **Workforce Dimensions Payroll Datasheet**

WORKFORCE DIMENSIONS PAYROLL SERVICES

Workforce Dimensions™ Payroll Services provides the answer with all the right tools to help you achieve accurate and timely income tax filing — and make your compliance worries a thing of the past. Seamless integration with Workforce Dimensions provides complete solutions for all your tax filing challenges.

- **Simplify payroll tax filing to achieve peace of mind.** Workforce Dimensions Payroll Services seamlessly integrates with Workforce Dimensions Payroll to provide your team with quarterly updates from thousands of local, state, and federal codes — to help you better manage compliance across your entire organization, and across multiple tax types and jurisdictions. Avoid computation and filing errors with tools that help you factor in requirements for multi-state withholdings, taxing and reciprocity, and taxation wage accumulation.
- **Simplify and streamline garnishment processes.** Save time and money while complying with all of the different garnishment rules and processes by streamlining the processing of third-party payments — such as child support, creditor garnishments, and tax levies. Workforce Dimensions uses the data in Workforce Dimensions Payroll to automatically make accurate payments based on calculated withholding amounts, so each payment is accurate and reaches its destination on time.
- **Reduce printing and distribution costs while also saving time.** The payroll distribution stage can be costly and is an often-overlooked process. With Workforce Dimensions Payroll and Workforce Dimensions Payroll Services seamlessly working together, you can reduce the labor-intensive work of printing and distributing checks, vouchers for direct deposits, and year-end tax forms such as 1099s and W-2s. You can even opt into using paycards to offload this task while also increasing payment security.
- **Gain greater control of your taxes.** Prefer controlling the filing of your own payroll taxes? No problem. The reputable Business Software, Inc. (BSI) partners with Kronos to deliver its cloud-



based payroll tax management solution ComplianceFactory™ SaaS — an on-demand payroll tax filing, deposit, and W-2 solution. We also partner with MasterTax™ to help customers schedule, pay, balance, and file payroll taxes.

- **Proven solutions and tested tools, all supported by professionals with extensive experience.** Kronos provides Workforce Dimensions users with reliable and proven solutions to perform tax filing, processing of garnishments, and distribution of payroll checks and related documentation.
 - **Gain more control over costs.** Impact your bottom line by reducing the high costs associated with payroll staffing
 - **Minimize compliance risk.** Reduce payroll tax compliance risk and potential penalties with automated and accurate processing
 - **Increase productivity and efficiencies.** Relieve the burden on your accounting and IT resources to increase productivity across your organization

Please see the following datasheets in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **Workforce Dimensions Payroll Services Datasheet**

WORKFORCE DIMENSIONS TALENT ACQUISITION

With Workforce Dimensions Talent Acquisition, you can source, track and evaluate quality talent. With this comprehensive solution, applicants can be filtered by location, job skill or other criteria, while your current workforce turnover can be evaluated, too, to help build a high-performing workforce efficiently and cost effectively. Talent Acquisition provides a positive applicant experience by making it easy to search jobs and apply online. Key benefits for recruiters include:

- **Streamlined processes.** Automate recruiting processes to eliminate paper and drive efficiency
- **Premium job board integration.** Post job listings to your career website and 8,000+ free job boards
- **Better hiring decisions.** Focus on best-fit candidates by asking pre-screening questions

Please see the following datasheets in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:


- **Workforce Dimensions Talent Acquisition Datasheet**

WORKFORCE DIMENSIONS COMPENSATION MANAGEMENT

Standard base compensation tracking and job history tools are available with Workforce Dimensions. This standard tool offers effective dating for rate changes and labor distribution based on job allocations.

In addition to the standard tool, Kronos also offers a Workforce Dimensions Compensation Management tool, an add-on module to Workforce Dimensions HR that automates and streamlines the





entire compensation management process — from defining programs and guidelines through budgeting and modeling to routing proposals for approval. Seamless integration with Workforce Dimensions HR significantly reduces error-prone data entry, provides ready access to employee profiles and performance history, and helps improve data consistency. With Workforce Dimensions Compensation Management, you have robust decision-making tools at your fingertips and better visibility into all phases of the compensation planning process. The results? Reduced administrative burdens. Improved corporate governance. More equitable distribution of rewards. And greater control over your compensation spend.

You have the ability to set up compensation cycles with remarkable speed and ease. Simply define the program type, enter the start and end dates, assign a cycle manager, and specify the employee type to be included, such as hourly, salaried, seasonal, or executive. The application supports annual, non annual, cycle-based, and off-cycle merit- and promotion-based salary increases. For optimal flexibility, you can even define program eligibility and manage plans that cross multiple business units.

Looking to factor employee performance into the compensation planning process? The built-in Merit Matrix tool makes it simple to award pay increases based on the correlation between an employee's performance rating and pay grade. So, you can effectively tie compensation back to achievement of individual contributions and accomplishments to support pay-for-performance. Individual employee information, including status, pay grade, location, and shift, is visible throughout the process, so you know you're working with current, accurate data.

Please see the following datasheets in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:


- **Workforce Dimensions Compensation Management Datasheet**

WORKFORCE DIMENSIONS ACA MANAGER

With the Employer Shared Responsibility provisions of the Affordable Care Act (ACA) now in effect, your organization faces new and formidable challenges. But when it comes to effective ACA administration, spreadsheets, home-grown reports, and manual calculations will do little to simplify a highly complex process with potentially significant financial consequences. That's why you need integrated workforce management tools that help automate your compliance efforts, while providing the on-demand status visibility required to help minimize ACA compliance risk.

Kronos Dimensions® ACA Manager enables you to proactively manage your ACA compliance strategy — no matter how complex — across the entire workforce. Fully integrated with the cloud-based Workforce Dimensions suite, this add-on module helps you automate ACA strategy enforcement, provides real-time visibility into regular and variable-hour employee status, and enables closed loop process administration across time and labor management, payroll, and human resources (HR). Plus, Workforce Dimensions ACA Manager includes powerful reporting capabilities to help you meet Internal Revenue Service (IRS) compliance requirements. Workforce Dimensions ACA Manager automates ACA strategy enforcement to help minimize your compliance risk. A configurable rules engine triggers alerts based on established ACA requirements and organization-specific strategies and policies. Receive compliance alerts when an employee's status changes to full-time or part-time, when an employee is approaching benefits eligibility, and when an employee has scheduled hours that would





put him or her over the eligibility threshold. Additional rules can help you enforce schedules and maintain your preferred full-time/part-time employee mix.

- Built-in and customizable reports help you monitor employees' ACA status to support effective ACA strategy execution and ongoing compliance. Workforce Dimensions tracks all the monthly data you need — across timekeeping, payroll, and HR/benefits administration — to meet annual reporting obligations under Internal Revenue Code section 6056. Workforce Dimensions ACA Manager includes IRS Forms 1094-C and 1095-C and automatically fills in the required information, making preparation and filing fast and easy.

Please see the following datasheets in the ***Additional Information – Workforce Dimensions Specific Attachments*** section of this proposal:

- **Workforce Dimensions ACA Manager Datasheet**



Workforce Ready

Workforce Ready is an alternative SaaS approach to workforce management that is designed for smaller organizations with less complex needs.

Kronos Workforce Ready is a full-suite human capital management (HCM) cloud solution delivering end-to-end employee lifecycle management for the entire workforce. Its comprehensive tool set integrates HR, time and attendance, payroll, scheduling, and more for managing and nurturing an organization's most valuable asset, from pre-hire to retire — giving managers single-source access to real-time employee data for driving productivity, increasing employee engagement, and making more informed business decisions. Advantages include:

- **One integrated solution — a single source of truth:** Integrate HR, time and attendance, payroll, and more to create a single employee record that's updated in real time — allowing your people to make more informed business decisions in the moment.
- **A superior user experience:** Fast-track new user adoption with a universal interface across all modules, and mobile capabilities that allow anytime, anywhere access to help minimize training and boost efficiency and satisfaction.
- **Easy, affordable cloud-based delivery:** With cloud delivery you avoid installation and maintenance headaches and enjoy frequent software upgrades sooner, all while allowing your IT staff to focus on core business initiatives.

Our Workforce Ready products help you manage your entire workforce — from pre-hire to retire. Workforce Ready offers:

WORKFORCE READY TIME KEEPING

Workforce Ready Time Keeping addresses all your time and attendance requirements — from timecard management and labor cost tracking to employee scheduling and absence management. The solution simplifies routine tasks such as approving timesheets, correcting exceptions, responding to time off requests, and managing schedules, using configurable built-in workflows. Real-time visibility makes it easy to manage exceptions, enforce work and pay rules, and update schedules for ongoing compliance and cost control. And robust reporting provides real-time insight to drive more informed decision making and help you optimize your labor spend.

Please see the following datasheets in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY ACCRUALS

The Workforce Ready Accruals module allows you to track and manage the benefit time your employees have accrued and used. Workforce Ready can handle multiple types of time-off accounts (e.g., vacation, sick, and personal days) and Benefit Accrual profiles, when applied to a user account, determine the rate at which the user will accrue benefit time. This profile allows accrual of time-off hours based on an employee's tenure or hours worked and additional associated settings, waiting



period, carryover settings, tenure changes, rounding, maximum running balance, and entitled time and accrual schedules.

Please see the following datasheets in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY SCHEDULER

Kronos Workforce Ready Scheduler automatically generates best-fit schedules based on organization-specific requirements to help control labor costs, minimize compliance risk, improve productivity, and drive employee engagement. With easy-to-use tools, automated workflows, a powerful constraints engine, and real-time visibility into the workforce, this solution enables managers and supervisors to spend less time building and managing schedules and more time focusing on strategic priorities.

Please see the following datasheets in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY LEAVE MANAGER

Unplanned absences, such as those caused by sickness or weather, can have an impact on daily operations. However, managing employee leave of absence requirements and intermittent leave can ultimately require more administration and have a more significant cost impact on your bottom line. Automated leave management increases visibility and productivity while minimizing compliance risk.

Please see the following datasheets in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY HR

Kronos Workforce Ready HR provides a single system for all employee records and HR functions — from recruiting, onboarding, and training to benefits, performance, and compensation. A single, end-to-end solution, Kronos Workforce Ready HR eliminates duplicate data entry and inconsistency that can occur across multiple systems. Self-service enables users to view and update data easily. Automated, configurable workflows ease HR’s administrative burden. And real-time access to data improves decision making for compliance and more effective workforce management.

Please see the following datasheets in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:



- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY TALENT ACQUISITION

Kronos Workforce Ready Talent Acquisition helps your organization source, track, and evaluate quality talent so you can build an engaged, high-performing workforce more efficiently and cost effectively. This powerful solution automates and streamlines recruiting and hiring processes to support a paperless human capital management (HCM) environment. It provides a positive candidate experience that makes it easy for candidates to provide information, search for jobs, and apply online. And because the solution is part of the single, unified Workforce Ready HCM platform, applicant information flows seamlessly into the employee record upon hire for reduced administrative effort and a single source of truth.

Please see the following datasheets in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY PERFORMANCE MANAGEMENT

Performance Management provides the features needed to develop, retain, and reward top talent. Organizations have the ability to configure unlimited performance reviews that can contain review profiles, competencies, core values, goals, and ratings. Define organization, department, or job-specific performance review forms; automate the performance review cycle to reflect your established processes; set up automatic alerts and reminders to keep form completion, feedback, and approvals on track; and track skills and certifications with customizable reports to show who needs training and when they need it. The system supports the organization's specific cycles – organizations are not limited to annual reviews, but can have more frequent check-ins, like mid-year reviews, if needed.

Please see the following datasheets in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY COMPENSATION MANAGEMENT

Compensation Management automates and streamlines the entire compensation management process — from defining programs and guidelines through budgeting and modeling to routing proposals for approval. Seamless integration with Workforce Ready HR significantly reduces error-prone data entry, provides ready access to employee profiles and performance history, and helps improve data consistency. With Workforce Ready Compensation Management, you have robust decision-making tools at your fingertips and better visibility into all phases of the compensation planning process. The results? Reduced administrative burdens. Improved corporate governance. More equitable distribution of rewards. And greater control over your compensation spend.



Please see the following datasheets in the **Additional Information – Workforce Ready Specific Attachments** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY PAYROLL

Kronos Workforce Ready Payroll makes it simple to determine pay for regular or overtime hours. It supports any number of scenarios — shift differentials, order of importance, location, and more. Greater control helps you run an accurate payroll — the first time. Complete all payroll processes in-house or outsource tax filing, check printing, and garnishment processing.

Please see the following datasheets in the **Additional Information – Workforce Ready Specific Attachments** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY ACA MANAGER

With Kronos Workforce Ready ACA Manager, you can proactively manage ACA compliance across your entire workforce. Get complete automation and high-quality information for driving cost-effective labor decisions and minimizing ACA compliance risk.

WORKFORCE READY ATTESTATION

Kronos Workforce Ready Attestation makes it easy for employees to review and attest to time worked and certify that they have taken mandated meal and rest breaks. The solution integrates seamlessly with Workforce Ready Time Keeping to deliver customizable prompts at the data collection source and capture employee attestation responses in real time. It also allows managers to monitor employees’ attestation status, run reports to identify trends, and better manage ongoing compliance.

Please see the following datasheets in the **Additional Information – Workforce Ready Specific Attachments** section of this proposal:

- **Workforce Ready Solution Guide** *“A complete solution for creating and engaging a diverse workforce”*

WORKFORCE READY MOBILE

Kronos Workforce Ready for Mobile solution is for small and midsize businesses with remote employees and mobile managers who want immediate, instant avenues to their workforce management solution.





MARKETPLACE

The Kronos Workforce Ready Marketplace is a portal that allows you to leverage pre-integrated solutions available from Kronos and third-party vendors — right from the Workforce Ready user interface. Similar to a mobile app store, the Marketplace is your one-stop shop for applications and services, including compensation reports, background checks, employment eligibility verification, and more, that extend the power and functionality of Workforce Ready to help you achieve even more effective workforce management.

Please see the following datasheets in the ***Additional Information – Workforce Ready Specific Attachments*** section of this proposal:

- **Workforce Ready Marketplace**



Payroll Services

Kronos Payroll Services complement the Workforce Dimensions and Workforce Ready Payroll solutions with services such as tax filing, garnishment processing, and distribution of checks — while providing the ease and convenience of working with a single vendor. These proven services* draw on experienced professionals, tested software tools, and information from the Workforce Dimensions or Workforce Ready Payroll applications to deliver simplicity, security, and seamless integration. As a result, your organization is able to increase payroll efficiencies, reduce operating expenses, minimize tax reporting administration, and free staff resources to focus on strategic priorities.* Kronos Payroll Services complement the Workforce Dimensions and Workforce Ready Payroll modules for an end-to-end payroll solution. Post-processing payroll services, such as payroll fulfillment, initiation of wire transfer, money movement, remittance of tax funds, W-2 printing, and garnishment disbursement, are delivered by Kronos Payroll Services as part of the Workforce Dimensions and Workforce Ready Payroll solutions. Kronos Workforce Ready and Kronos Payroll Services are provided by and contracted with Kronos SaaS, Inc., a wholly owned subsidiary of Kronos Incorporated.

OUTSOURCE YOUR TEDIOUS AND COMPLEX POST-PAYROLL PROCESSING TASKS TO KRONOS

You've decided to process payroll in house for greater flexibility and control. It makes good sense given that internal HR and payroll staff do most of the work — from preparing, validating, and maintaining data to fixing errors to meeting compliance requirements — even when payroll processing is outsourced. Plus, an in-house solution gives you easy access to payroll data for inquiries and reporting, which saves valuable time and effort.

But even if you process payroll in house, you may still benefit from outsourcing some of the more tedious and complex payroll-related tasks, such as tax filing, garnishment processing, and check printing, especially if your organization has locations in multiple states. In fact, more and more organizations are choosing this option. A recent American Payroll Association (APA) survey showed that 92 percent of respondents outsource tax filing and 71 percent outsource check printing.*

Kronos Payroll Services complement the Kronos Payroll solution with services such as tax filing, garnishment processing, and distribution of checks — while providing the ease and convenience of working with a single vendor. These proven services draw on experienced professionals, tested software tools, and information from the Kronos Payroll application to deliver simplicity, security, and seamless integration. As a result, your organization is able to increase payroll efficiencies, reduce operating expenses, minimize tax reporting administration, and free staff resources to focus on strategic priorities.

TAX FILING WITHOUT ALL THE HEADACHES AND RISK

Tax compliance is the single most difficult and expensive task associated with payroll, especially for organizations operating in multiple states and localities. In addition to preparing and filing taxes, you need to keep up with constantly changing tax laws and regulations. After all, failure to do all this — and do it right — puts your organization at risk for potential penalties.

Kronos Payroll Services provide peace of mind that your payroll taxes will be filed and paid on time — every time — to minimize compliance risk. Leveraging professional expertise and proven technology, our solution provides a seamless extension of the Kronos Payroll module. Once you've processed payroll in house, you can take advantage of our services* to:



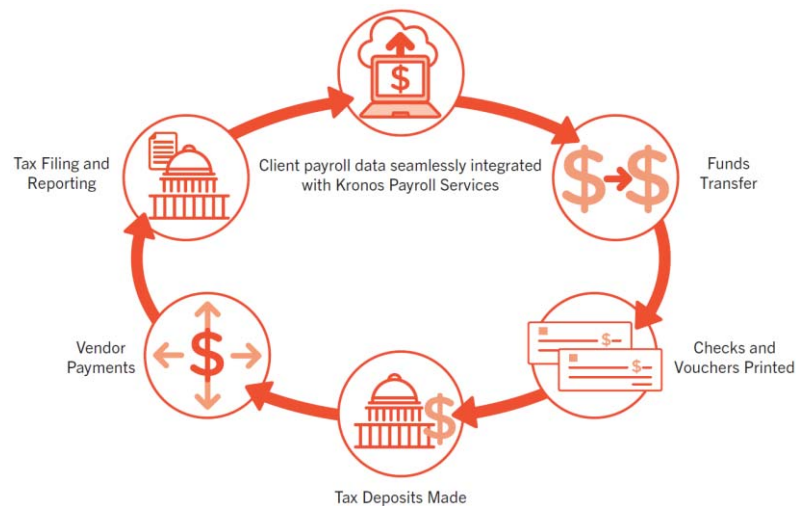
- Make deposits against all tax liabilities
- File all monthly, quarterly, and annual tax returns via e-file or paper
- Balance quarter-to-date and year-to-date deposits against liabilities to help ensure payment accuracy
- Deliver reconciliation summaries and copies of all filed returns
- Generate and file all amended returns

TIMELY, ACCURATE WAGE GARNISHMENT PAYMENTS

Processing employee garnishments, such as child support, tax levies, and creditor garnishments, can be a time-consuming administrative drain on your already overworked payroll staff. Kronos Payroll Services can streamline the process to save time and reduce administrative efforts. The garnishment processing service uses the information entered by the client and calculated in the Kronos Payroll application and automatically makes payments based on the amounts being withheld, so each payment reaches its destination on time.

HASSLE-FREE EMPLOYEE DIRECT DEPOSITS AND CHECK PRINTING


No matter how your employees prefer to be paid — by direct deposit or physical check — Kronos Payroll Services have you covered. Thanks to seamless integration with the Kronos Payroll application, our services automatically transfer payments into employee bank accounts. Plus, the solution can handle the labor-intensive work of printing and distributing checks, direct deposit vouchers, and year-end tax forms such as W-2s and 1099s — saving your organization time and money.



KEY BENEFITS:

- ENJOY the ease and convenience of a single solution for payroll software and services
- MINIMIZE payroll tax reporting administration
- INCREASE productivity by freeing staff resources to focus on other projects
- GAIN the advantages of simplicity, security, and seamless data integration



- 
- CHOOSE only the outsourced postpayroll processing services you need:
 - Check printing
 - Employee direct deposit
 - Tax filing/deposits
 - Garnishment disbursement
 - Vendor payments

**American Payroll Association, APA Payroll Trendline Survey (commissioned by Kronos), 2014, at 7.*



Workforce Central

The Workforce Central suite provides you with unmatched functionality, streamlined workflow technology, and an easy-to-use, intuitive interface that can be tailored to the needs of each user. But the real power of the Workforce Central suite lies in its closely integrated system of human resources, payroll, scheduling, and time and labor applications. The Workforce Central suite's ability to share employee-centric information - profile information, labor data, accrual balances, pay codes, and more - across all its applications saves time, eliminates many hassles, and provides superior consistency and accuracy of information for better decision making.

For example, human resources and payroll staff need only enter information once to feed every application in the system, saving time and reducing costly errors. Employees and managers can move quickly and easily between the applications, which are equipped to facilitate cross-functional processes from beginning to end and IT departments benefit from having one vendor to manage implementation and support. Simply put, the integrated Workforce Central suite delivers everything an enterprise needs to boost employee performance and become more competitive.

Kronos Workforce Central is a complete workforce management product suite offering multiple payment and deployment options. Customers can choose to purchase perpetual licenses with the application installed on-premise or hosted in the Kronos Private Cloud, or they can choose a SaaS option hosted in the Kronos Private Cloud. Kronos supports Workforce Central installation on physical or virtual servers. If you select a Kronos-hosted option, Kronos Cloud Services will provide all necessary servers required to operate Workforce Central.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central 8 Datasheet**

WORKFORCE CENTRAL HR

Workforce Central HR is a powerful approach to efficiently and strategically managing issues of human resources, benefits, performance and compensation. It strategically aligns the workforce to the work, engages employees and frontline managers, and ultimately optimizes your workforce. Workforce HR achieves all of this by helping your organization manage the hiring process, streamline benefits administration, alleviate regulatory compliance, conduct reviews and approval cycles, control payroll processes, and more. Key capabilities include:

- **Compensation planning:** Measure and analyze an employee's total compensation — direct and indirect. Import industry compensation data and maintain pay equity by calculating and applying geographic pay differentials and merit-based pay guidelines.
- **Performance management:** Assign and track individual goals that contribute to achieving aligned organizational objectives and then configure an automated yet flexible and confidential process for each performance review and approval cycle.
- **Automated notifications:** Send instant notifications to managers and key departments to facilitate a new hire's network access, office space, training, payroll information and more.



- **Complete benefits administration:** Determine employee program eligibility, analyze associated costs through rapid calculations, and streamline open enrollment via self-service.
- **Compliance with government regulations:** Monitor your organization's compliance over time with a wide variety of regulations efficiently.
- **Accurate payroll processing:** Ensure the consistent application of your organization's pay rules, streamline time consuming manual processes, eliminate data discrepancies, and costly payroll inflation.
- **Powerful point-in-time reporting:** Run more than 150 reports, from EEO analysis to benefits coverage, or create custom reports.
- **Employee training:** Track employees' skills, manage their participation in training programs, and help them develop professionally.
- **Essential applicant management:** Create job requisitions and capture candidate information easily, including resumes, skills, and more. Search for qualified candidates easily with automated screening capabilities, then easily transition applicants into new hires with no duplicate data entry.
- **Greater control over staffing budgets:** Manage costs while monitoring headcount by defining full-time equivalent (FTE) budgets.
- **Group edit:** Complete information edits and updates for large employee groups.
- **Employee survey tool:** Poll employees easily on workplace issues.
- **Employee and manager self-service:** Engage employees by letting them manage their own information, and supply managers with real-time information for quicker and better decision making. Integrated platform: Eliminate duplicate data entry and disparate system maintenance by running your HR and payroll systems on a single web-based platform, for lower TCO. Workforce HR and Payroll save time, eliminate costs, and increase your organization's ability to align employees' and managers' performance with your strategic objectives.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central HR and Payroll Datasheet**

WORKFORCE CENTRAL PAYROLL

Workforce Payroll specifically guides you through setting up earnings and deductions, so you can quickly and easily streamline your payroll. In addition, it enables you to override deductions, earnings, and withholdings during the payroll process and it simplifies quarter and year-end processing and reporting for maximum efficiency and insight. You have complete control over the entire payroll process, from source to gross. Also, you'll enjoy powerful payroll functionality without the steep learning curves and costs that usually accompany implementing a new in-house payroll system. Workforce Payroll offers the following leading features;

- Payroll calendar
- On-demand checks with and without gross-up
- Customized check formatting



- More than 50 standard reports and custom reporting capabilities
- Federal, state, and local tax support
- Auto timesheet function
- Payroll analytical tool
- Standard interface with general ledger accounting system

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central HR and Payroll Datasheet**

WORKFORCE CENTRAL SCHEDULER

Workforce Scheduler provides the tools you need to plan staff coverage - by shift, by employee, or by job description - and react with speed and effectiveness when unforeseen circumstances put productivity at risk. Workforce Scheduler allows you to configure scheduling rules that enforce critical staffing policies and monitor compliance with federal regulations and union rules. With it, you spend less time on administrative tasks and more time improving employee performance and customer satisfaction.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central Scheduler Datasheet**

WORKFORCE CENTRAL TIMEKEEPER

Workforce Timekeeper streamlines the management, collection, and distribution of employee hours, making manual timesheets a thing of the past. Workforce Timekeeper has a robust pay rules engine that applies complex work and pay rules accurately and consistently throughout your organization. By eliminating the need to calculate this information manually, Workforce Timekeeper saves your payroll staff considerable time, and reduces the risk of costly payroll inflation errors. It also reduces unauthorized absences, and enables your managers to reduce costly overtime by effectively managing labor resources in real time.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central Timekeeper Datasheet**

WORKFORCE CENTRAL ACTIVITIES

Workforce Activities enables real-time tracking of activity data for individual employees and teams. Workforce Activities reconciles direct and indirect labor to time paid, and enables you to compare productivity against standards. Workforce Activities also eliminates the process of manually entering job-costing data into ERP systems. Going beyond weekly or daily reporting, Workforce Activities provides up-to-the-minute information so that your managers can adjust to the shifting demands of a production environment.



Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central Activities Datasheet**

WORKFORCE CENTRAL ACCRUALS

Workforce Accruals provides a tightly integrated module for controlling leave liability and complying with corporate policies or contracts. It achieves accuracy across your organization with minimal management, enabling employees and supervisors to manage leave time easily and efficiently. It has the flexibility to administer your organization's most complex leave and benefit policies and transform them into enduring practices.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central Absence Manager Datasheet**

WORKFORCE CENTRAL LEAVE

Workforce Leave manages FMLA or standard leave policies based on your criteria. The solution provides configurable cascading leave rules that identify the order in which leave types must be used if your organization requires vacation, sick, or disability leave to be used first and/or concurrently with the federal and/or state mandated leave. These leave codes are then automatically committed to the employee's timecard and then transmitted directly to payroll, ensuring accurate pay for the employee while on leave. In addition, Workforce Leave provides automatic notifications when mandated forms are due, such as medical certification forms, return to work forms, or other types of documents and help ensure compliance with FMLA regulations.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central Leave Datasheet**

WORKFORCE CENTRAL ANALYTICS

Workforce Analytics enables users to perform analytic queries on data derived from the Workforce Central timekeeping database. Includes dashboards, metrics and key performance indicators, visualizations, custom reports and plug-in applications to uncover and provide new insights into your workforce data.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central HRMS Reporting**



WORKFORCE CENTRAL ATTENDANCE

Workforce Attendance improves your control over employee absenteeism and achieve better results. This powerful application automates and streamlines the administration and enforcement of your attendance policies. Workforce Attendance offers several powerful features to help you configure and manage your organization's attendance policies.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central Attendance Datasheet**

WORKFORCE CENTRAL RECORD MANAGER

Workforce Record Manager is a comprehensive, powerful archiving application that helps you move data effortlessly from one Workforce Central database to another. It also provides the robust functionality you need to create optimum archiving processes. As a result, overall data management can be improved, which helps reduce risk and save time and money while empowering your IS department to focus on key strategic initiatives.

WORKFORCE CENTRAL INTEGRATION MANAGER

Workforce Integration Manager is a data configuration and conversion tool that allows you to quickly and reliably convert workforce management data into the appropriate format for a target application. Workforce Central adds value to analytical and decision-support applications by expanding access to labor and other key business data. WIM offers extensive data manipulation and conversion capabilities for the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos system to a destination system. Source data, like employee names or numbers, can be concatenated or parsed to meet import requirements. If your payroll or ERP system needs data that is stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

WORKFORCE CENTRAL TALENT ACQUISITION

Workforce Talent Acquisition offers a single unified platform with powerful solutions for both high-volume hiring and salaried recruiting; combining industry-leading automation and employee selection tools with smart, friendly technology that creates an easy-to-understand user experience. You can source, screen, and select all of your best-fit candidates with speed and efficiency all from a single solution. The way hiring is meant to be. Workforce Talent Acquisition is a hosted, web-based, integrated solution for sourcing, tracking, selecting, hiring, and onboarding employees. The comprehensive Hiring Management Console (HMC) provides hiring managers and recruiters with optimized interfaces for managing both position-based and requisition-based hiring as part of one, unified hiring solution. Workforce Talent Acquisition enables hiring managers and recruiters to:

- **Manage the Candidate Experience.** Kronos sets up Candidate Experience sites to meet the needs of each application site by configuring job application workflows, branding, standard e-mail messages, and display text. Job application workflows can be configured to ensure adherence with



local recruiting and hiring laws. Hiring managers and recruiters therefore receive applications that are specific to the positions and requisitions they need to fill.

- **View all application information using a single portal.** The HMC is intuitive and requires minimal training for hiring managers and recruiters. It minimizes the number of screens that managers look at, without compromising the need for a complete, real-time picture of the hiring workflow and application status. It helps hiring managers and recruiters track applications from the time they are received through hiring, onboarding, and eventually to employee separation.
- **Make fast, consistent hiring decisions based on hiring selection tools.** Kronos has integrated with third party assessment vendors who offer applied hiring selection science for many years. The applied hiring selection science enables clients to select employees who are more likely to stay longer and perform better, resulting in measurable gains in overall workforce productivity.
- **Use configurable hiring processes for each position and requisition.** Hiring processes can be configured to reflect the unique hiring requirements for each job and application type within a geography, brand, division, or company. Numerous multi-step workflows can be built that precisely define the steps that job seekers must take. Application information and decision criteria are captured consistently and accurately, while expediting the job seeker's movement through the hiring process. Workflow branching enables complex workflows to be built and run based on decision points throughout the hiring process.
- **Use background and drug checks from third-party vendors.** Background and drug checks from industry-leading screening vendors can be fully integrated with Workforce Talent Acquisition. The checks are run as part of the hiring process and the results are provided to hiring managers in the HMC.
- **Onboard employees.** Onboarding modules collect information from employees after they have been hired using an automated process, electronic forms, and electronic signatures. This electronic process eliminates paper forms and ensures that employees sign all required forms before they start work. Onboarding modules provide a positive hiring experience for candidates, and can save clients both time and money at this final step of the hiring process.
- **Exchange data seamlessly with other enterprise software systems.** Data from workforce management and human resource applications can be imported into Workforce Talent Acquisition to automatically update employee, job, and location information. Information from Workforce Talent Acquisition can be exported to notify workforce management and human resource systems about new employees.
- **Optimize sourcing efficiency.** Workforce Talent Acquisition provides a set of sourcing management tools (for example, position and requisition configuration tools) and portals, which help clients to:
 - Create a positive, predictable experience for job seekers
 - Increase access to open positions and requisitions, and thereby widen the talent pool.
 - Maintain a healthy flow of qualified job applications
 - Optimize recruiting spend and strategy
 - Candidate Experience - The Candidate Experience supports multiple, easy-to-use application channels. Job seekers can apply to multiple jobs, in multiple locations, in a



single application session. Job seekers can easily post resumes, view realistic job preview videos, and use social networking to share job information with friends or to learn more about the organization that they are applying to. The Candidate Experience builds allegiance to the client's organization from the start.

- Reporting Capabilities - Hiring managers have access to many reports that can help them understand the effectiveness of the hiring processes and where the most qualified job seekers have been coming from. Report access is controlled by roles and permissions assigned to each HMC user. Corporate Web Reports are run from an analytics server and Requisition Reports are run from the Kronos Reporting Center.

WORKFORCE CENTRAL TALENT ACQUISITION EXPRESS

Workforce Talent Acquisition Express offers the performance and reliability of our world-class enterprise solution, with a much lower ownership cost and faster implementation. That's because Express is right-sized and comes preconfigured specifically for the needs of your business. You have the luxury of being able to start hiring quickly — and then add optional features at your own pace, with your unique budgetary parameters in mind.

- Workforce Talent Acquisition Express delivers an industry-leading solution for hourly hiring that includes a friendly user interface, role-based dashboards, reporting for every level, and much more.
- Express helps foster a positive candidate experience by creating easy-to-use career sites that convey your organization's brand. Customizable emails, templates, and messages allow you tailor communications to your unique needs and the needs of your candidates.
- Best-practice tools allow you to screen applicants with standard, minimum-qualification criteria, such as work eligibility or willingness to submit to a drug test.
- Express offers a user-friendly experience with its Hiring Management Console, including
- Role-based dashboards configured for field and corporate managers
- Candidate grids with detailed application information
- A searchable database of applicants that can be shared across multiple locations in your organization
- Employee onboarding can be done quickly and efficiently, because Express allows you to
- Generate pre-populated new-hire paperwork and store forms electronically for easy retrieval
- Improve efficiency by providing electronic signature capability
- Hiring reporting and analytics give you visibility across many dimensions, and help you report at every level — local, regional, and corporate — so you can
- Improve hiring effectiveness
- Make smarter hiring decisions at every site
- Gain insights into sourcing, compliance, and turnover





Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central – Talent Acquisition Express Datasheet**





Workforce Central Data Collection and Self Service

WORKFORCE CENTRAL EMPLOYEE

Workforce Employee is the intuitive, browser-based interface your employees use when entering time and labor data and accessing human resources and payroll information and processes. It allows them to view hours worked, approve timecards, or enter shift preferences and availability. Employees also use Workforce Employee to view work schedules and current and projected leave balances. Beyond time and labor, employees use Workforce Employee to view payroll information, such as earnings history and tax withholding, and make changes to payroll preferences like direct deposit. Workforce Employee provides convenient Web access to a breadth of human resources information as well, including available training, job openings, and benefits enrollment. Employees can use Workforce Employee to make changes to personal information, enroll in benefits or training programs, or simply to answer questions. It empowers employees with information and tools to do their jobs more efficiently and more effectively. And it enables them to manage their own human resources and payroll information, which lessens the administrative burden on human resources and payroll staff as well as managers.

WORKFORCE CENTRAL MANAGER

Workforce Manager adds key capabilities designed to empower your managers. Workforce Manager streamlines routine time and labor tasks, such as approving timecards or leave requests, and enabling managers to create, maintain, and edit schedules in real time. It also facilitates common human resources functions, including hiring and performance reviews. Workforce Manager enables management by exception, a significant time saver in that it alerts managers to the issues that require immediate attention, such as an employee approaching the overtime threshold. Workforce Manager provides managers with rich visibility into their staff, including skills, experience, and completed training, all of which is essential to helping them optimize the workforce: placing the right employees with the right skills in the right place at the right time, every time.

WORKFORCE CENTRAL TELETIME

Workforce TeleTime leverages the convenience and accessibility of the telephone to collect time and labor information from employees on the move. Workforce TeleTime provides a solution for these employees and managers, whether they telecommute, work in multiple facilities, travel frequently, or just don't have access to a data collection terminal or the Web. These employees can use this interactive touchtone application for a range of time and labor transactions.





WORKFORCE CENTRAL MOBILE

The Kronos Workforce Mobile solution gives you a mobile connection to your Workforce Central system. This means your workforce can complete common administrative tasks right on their mobile devices. This on-the-go access means your workforce is able to instantly engage, make effective decisions, take action, and move on. It's mobile workforce management. And it will fundamentally change the way your workforce interacts and connects with your organization.

Please see the following datasheets in the ***Additional Information – Workforce Central Specific Attachments*** section of this proposal:

- **Workforce Central Mobile Datasheet**

WORKFORCE CENTRAL MOBILE MANAGER

All Workforce Mobile Manager functionality allows managers to quickly and easily sort large lists of employees using hyperfinds and period definitions. With Workforce Mobile Manager, managers can:

- Set alerts for instant engagement for issues that require the manager's attention including: Timecard exceptions/approvals and time-off requests.
- Define workflows for Common workforce management tasks optimized for mobile devices including: managing basic timecard exceptions, manage time card approvals, and manage time-off requests.

WORKFORCE CENTRAL MOBILE EMPLOYEE

Engaging mobile employees when they are in the field, as well as an alternative self-service method for on-site employees. With Workforce Mobile Employee, employees can:

- Punch from phone w/GPS
- Approve my timecard
- Request time off
- View my timecard
- View my schedule
- View accruals
- Labor level transfer
- Job transfer
- Define work rule
- MobileViews



Workforce TeleStaff

The Kronos Workforce TeleStaff scheduling solution will provide you with the tools to completely address your public safety scheduling and communication needs. The technology and innovation behind Workforce TeleStaff will allow your organization to eliminate time trying to schedule and communicate to staff as well as manage routine workforce tasks, while increasing capacity for strategic and tactical management of mission critical operations. Since 1997, Workforce TeleStaff has been synonymous with automated employee scheduling and communications for the Public Sector. It was a first-to-market solution truly redefining the way public safety operations manage staffing by merging telephony and scheduling capabilities into one system to solve scheduling and communication problems plaguing operations. Designed to eliminate paper-based, manual and error-prone staffing processes inherent to public safety, Workforce TeleStaff is able to automate workforce management processes – allowing command staff, officers, first responders, and other critical resources to divert their attention to their mission critical work at hand as opposed to time-consuming and routine scheduling-related tasks.

- Workforce TeleStaff is a 100% web application. It can be viewed on any HTML5 browser, and because of responsive design, it will conform to the device being used – smartphone, tablet, computer.
- Workforce TeleStaff is a Kronos product. It has bi-directional communication Kronos Workforce Timekeeper and Workforce Ready.

For additional information, please see the following datasheets in the **Additional Information – Workforce Central and Workforce TeleStaff Specific Attachments** section of this proposal:


- **Workforce TeleStaff Fire-Rescue and EMS Solution Guide**
- **Workforce TeleStaff Law Enforcement Solution Guide**

WORKFORCE AUTOMATION

With Workforce TeleStaff, telephony technology is designed into the system and is tightly integrated to seamlessly communicate scheduling information employees. Workforce TeleStaff's telephony governs inbound and outbound communications by touch tone phone, Smartphone, text, e-mail, pager or fax. Additionally, the designed-in telephony works in tandem with the rules-processing scheduling engine developed using US-patented technology created by the Workforce TeleStaff Solutions Group (TSG). This technology combination is a distinct capability that sets Workforce TeleStaff apart from other vendor offerings. The rules-processing engine is able to reduce hundreds of potential candidates to an accurate list of qualified staff members ordered correctly for each position under consideration. Workforce TeleStaff not only automatically generates the list of potential candidates (while providing documentation for those that it disqualified), but it then uses additional rules to fairly order the list, using common and more complex sorting criterion. While many products offer basic seniority or last worked options, Workforce TeleStaff provides four tie-breaking sorting levels with hundreds of options at each level.

The solution's ability to intelligently order lists down to the singular correct staff member from a potential staff member pool of hundreds is a special capability and only unique to the Workforce TeleStaff solution.





Once a list is ordered, the telephony functionality can then execute automatically – without human intervention. As soon as the outbound has been initiated, WFTS runs the rules and procedures, builds a list of qualified employees, and begins sending out, in order, working opportunities to the employees. Every time an employee logs in to WFTS over the Internet, workstation, or telephone, or when they answer a WFTS call, they are prompted to identify themselves through a secure password so that they can accept or deny the work offer. The employee can accept, reject or skip the opportunity. If the employee rejects, WFTS records the date and time the assignment was rejected and moves on to the next employee to contact. The scheduler can monitor and audit this process from the Roster while moving on to other tasks. When an employee accepts the opportunity, WFTS automatically places their name into the vacancy on the roster.

In order to be truly automated, the telephony must call the proper person which means the solution must be able to process complex rules and make an intelligent staffing decision correctly – for every vacancy. Workforce TeleStaff is able to accomplish this because from the onset of the product design, telephony and the rules-engine has been a core design consideration and has evolved over 20 years of product enhancements and adaptability. Product offerings that are unable to automate complex rules and decision making do not offer a benefit with a telephony feature. If a product cannot reduce a list of candidates down to one person then it cannot possibly make unattended phone calls to fill positions.


COMPLIANCE

Collective Bargaining Agreements are common throughout the Public Health and Safety industry. Workforce TeleStaff is designed to recognize unique collective bargaining rules by back filling positions based upon mandated requirements and restrictions. Whether utilizing sorting criteria of hours worked, seniority, or number of opportunities for overtime, Workforce TeleStaff will automatically filter through an abundant amount of sorting criteria to find the most fair and qualified personnel to comply with these rules and regulations. After Workforce TeleStaff determines the most appropriate listing of candidates, contact is then automatically made over the Internet, telephone or intranet, notifying staff members and then updating all aspects of the system, including employee personal scheduling calendars and rosters.

WORKFORCE TELESTAFF: THE MOST RELIABLE SCHEDULING SOLUTION FOR PUBLIC SAFETY.

- **Fairer and more accurate personnel scheduling.** With the automated tools of Kronos Workforce TeleStaff, you can prebuild schedules and rosters. Track employee certifications and qualifications. Automatically relay scheduling communications. You can even support different business and union rules for various departments — and know that staffing decisions are always validated against rules.
- **Automatic, rules-based assignment of overtime.** Overtime positions are automatically assigned based on rules you configure. Employees are notified in entitlement order, and all employee overtime activity is tracked for auditing purposes.
- **Integrated communication.** Scheduling and communication functionality is integrated in Workforce TeleStaff, which eliminates manual phone calls and expedites scheduling. The right employees are contacted in the right order, and all communications are automatically documented.
- **Better emergency response.** Workforce TeleStaff finds and contacts employees by phone, text, email, and inter/intranet for quick scheduling and deployment. Vacant positions are automatically





backfilled. And command post scheduling can be done via the web. Workforce TeleStaff also tracks hours related to emergency response and prepopulates its built-in FEMA reporting module.

- **Optimize scheduling, communications, and deployment of your public safety personnel.** Workforce TeleStaff is the time-tested, proven automated scheduling solution that public safety organizations around the country rely on. Part of the Kronos Workforce Central® suite, our comprehensive workforce management platform, Workforce TeleStaff optimizes the scheduling, communications, and deployment of public safety personnel and other critical resources.
- **Control labor costs.** Allocate overtime fairly, create schedules based on demand and employee preferences, and reduce overstaffing
- **Minimize compliance risk.** Uses your unique scheduling rules and adheres to labor laws and union rules
- **Improve productivity.** Automated position, shift, and vacation bidding frees supervisors' time and improves employee satisfaction
- **Open lines of communication.** Lets you locate, notify, and deploy the right employees for each situation



Kronos InTouch

The Kronos InTouch provides an unrivaled user experience that reshapes the way employees interact with your workforce management system; all through a simple touchscreen time clock.

- **Designed for an intuitive user experience.** Simple and intuitive, the Kronos InTouch® is durable, reliable, and easily customizable. And with its straightforward user interface, it provides a fast self-service view into any employee's work-related information. And with a large 7" touchscreen with wVGA and full color LCD, it delivers a superior user experience and fast user adoption. Plus, full video streaming capabilities give employees the important information they need as soon as they walk through the door.
- **Unprecedented time-tracking accuracy.** Prevent buddy punching and verify employee identity with biometric identification functionality that provides unparalleled accuracy. Or, if biometric identification isn't right for your organization, the InTouch supports all major badge formats, including a new smart card reader.
- **Cloud-based technology lets you remotely monitor employee information.** Cloud-based applications demand secure devices that can be accessed at any time, from anywhere. The Kronos InTouch can meet those demands. And one of the most powerful and unique capabilities of InTouch is its ability to be monitored and controlled from a remote location. Combined with VoIP phone support, it delivers an unprecedented level of help to frontline managers and employees alike.
- **Designed with you – and your bottom line – in mind.** Complete automation and full visibility – innovative InTouch functionality translates to faster employee deployment, less wasted time, and increased productivity.
 - **Automation.** Eliminate the tedious work of manual time and attendance tracking and reduce errors.
 - **Compliance.** Minimize compliance risk by preventing employees from working outside their scheduled hours.
 - **Productivity.** Employee self-service access to scheduled hours and time-off balances frees managers for higher-level activities.
 - **Security.** Access important employee information anytime, anywhere, thanks to secure cloud-based technology.
 - **Intuitive.** Easy-to-use 7" screen, plus color-coded light indicators, provide users with a simple, streamlined experience.

For additional information, please see the following datasheets in the **Additional Information – General Kronos Attachments** section of this proposal:

- **Kronos InTouch**



2. Provide a description of any related products, services or systems offered by your company. Include any associated costs in the Cost Proposal.

Please see the **Product Information / Service Capability** and **Products, Services and Solutions** sections of this proposal for a complete review of our proposed Workforce Dimensions, Workforce Ready, Workforce Central, Workforce TeleStaff, Kronos InTouch, and Payroll Services solutions and services.

Additional **Workforce TeleStaff** Service capabilities:

- Kronos offers the industry's most comprehensive services portfolio. From small and midsize businesses to large global enterprises, Kronos can put together a services plan that makes sense for you. Implementation, business consulting, employee training and user adoption, technology support, and more — Kronos can help you every step of the way.
- When you invest in a Kronos solution, you are getting cutting-edge technology complemented by award-winning service and support. We help you get the best return on your investment and provide a lower cost of ownership over the life of your solution. And our experts are always available to help you maximize performance. Below is a description of Kronos' services with links to more information.

3. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

Ongoing Training

As a Kronos customer, you will have access to the Kronos Community where you can connect with Kronos customers, partners and product experts to get help, training and share ideas. Discover the tools and resources you need to maximize your Kronos solution, and tap into the educational offerings, remote customer support, eCase management, customer forums, documentation, and more that Kronos experts support. Access to the Kronos Community includes:

- **Cases** - Creating a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. Once you create a case, you can also add attachments. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.
- **Get Answers** - Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more.
- **Learn** - Community offers easy access for Kronos training, thought leadership newsletters, and expert insight blogs. Community also offers access to Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which provides timely, high-quality information through Wolters Kluwer.



- *Discussions* - Connect with Kronos customers, partners, and product experts in Discussion Groups that are organized by product, industry, or special interest. With hundreds of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.
- *Ideas* - Have ideas for product or Kronos Community improvements? Kronos listens to all of our customers. Simply access the Community to add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.

Workforce Dimensions, Workforce Central and Workforce TeleStaff

TRAINING

Kronos curriculum is structured by employee job role to ensure that every member of your team who interacts with the Kronos application has a clear learning path designed to develop their technical and/or non-technical knowledge in a logical progression. Our typical training package includes:

- **Instructor Led Training** - Instructor led training is delivered in a public virtual classroom or in a private onsite or virtual classroom. A learning path is developed for each user role.
 - Core Team training will help your key functional and technical users to make informed solution design, configuration decisions and provide core product knowledge
 - Application Administrator training will prepare you to perform daily and periodic system administration tasks. This training may require pre-requisite knowledge of the core solution functionality.
 - Configuration Specialist training will prepare you to support and maintain application configurations and complete configuration tasks. This training may require pre-requisite knowledge of the core solution functionality.
 - IT Specialist training will prepare you to support and maintain the database, interfaces, or other technical tasks. This training may require pre-requisite knowledge of the core solution functionality.
 - Train-the-Trainer Programs prepare your internal training team to deliver user training to Manager and Employee license users. Included in the program is an editable user guide that your internal team can tailor to your implementation. End User Training includes options such as the Train-the-Trainer Programs, Kronos Instructor-Led Training, and editable KnowledgeMap employee training kits.
- **KnowledgeMap** - KnowledgeMap is an online educational portal. It provides access to training kits, tutorials, task simulations, job aids, webinars, and additional educational documents to help your team succeed. Kronos Educational Services can be engaged to customize training curriculum to your implementation, or deliver the end user training for your organization.



Workforce Ready and Payroll Services

TRAINING

Your investment in Workforce Ready represents a major step toward more cost-effective workforce management. It can deliver measurable value only if you and your employees use it consistently and effectively, and take full advantage of all of its capabilities. With learning and performance support resources at your fingertips, you can be more productive on the job.

Workforce Ready provides users with access to My Learning (powered by Kronos KnowledgePass) with online, role-based training content and support tools that provide step-by-step training on a variety of common tasks.

- Three-minute how-to simulations: Quick and easy demonstrations of common tasks that provide effective training on skills reinforcement.
- Job aids: Handy, printable reference sheets with step-by-step instructions for performing common tasks and that supplement and support employee training to help ensure optimized system adoption.
- Sandboxes with Exercises: Available for Administrators, these tools let users practice performing tasks in a training database. Users can follow steps in the exercises document and perform specific tasks in a training database to which they have temporary access.

Accessed directly from the Workforce Ready interface, My Learning is an ideal resource for:

- On-boarding new hires without pulling other staff from their tasks
- Assisting employees who transition to management roles
- Delivering a skills refresher on a particular application or feature set
- Staying up-to-date on product enhancements
- Reducing support calls

Workforce Ready also delivers learning and performance support resources at your fingertips, so managers, employees, and administrators can be more productive on the job. Workforce Ready provides users with access to My Learning, in-product role-based training content and support tools that provide step-by-step training on a variety of common tasks. A role-based library of learning and support resources provides users with step-by-step instructions on common human capital management tasks. Users see only the resources relevant to their role or security level, such as project team, employee, department manager, and HR/payroll administrator. Tools within this library include:

- **Three-minute “how to” video simulations** that provide quick and easy demonstrations of common tasks for effective training or skills reinforcement
- **Job aids:** Handy, printable reference sheets with step-by-step instructions for performing common tasks that supplement and support employee training to help ensure optimized system adoption.



- **Instructor-Led Training:** Designed for the system administrators, delivered remotely, and focusing on various components of the WFR application, these sessions contain many scenarios (labs) for the student to take ownership of the application.

In addition to My Learning tools, scheduled and on-demand training webinars as well as online instructor-led courses ensure that employees can more easily stay up to date on product enhancements, which can not only support user adoption rates can also reduce support calls.

We also have training partners that will develop customized user training for managers and employees to meet the company's needs.

4. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.

Kronos Community

As a Kronos customer, you will have access to the Kronos Community where you can connect with Kronos customers, partners and product experts to get help, training and share ideas. Discover the tools and resources you need to maximize your Kronos solution, and tap into the educational offerings, remote customer support, eCase management, customer forums, documentation, and more that Kronos experts support. Access to the Kronos Community includes:

- **Cases** - Creating a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. Once you create a case, you can also add attachments. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.
- **Get Answers** - Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more.
- **Learn** - Community offers easy access for Kronos training, thought leadership newsletters, and expert insight blogs. Community also offers access to Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which provides timely, high-quality information through Wolters Kluwer.
- **Discussions** - Connect with Kronos customers, partners, and product experts in Discussion Groups that are organized by product, industry, or special interest. With hundreds of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.



Ideas - Have ideas for product or Kronos Community improvements? Kronos listens to all of our customers. Simply access the Community to add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.

Workforce Dimensions

- **Workforce Dimensions Service Capabilities.** Start off on the right path with a strategic plan and insights on best practices that guide you to success. Our team of expert consultants will help you achieve smart value fast with services that help you get the most from your Kronos® solution. Once you're live, we're there to make sure you unlock your solution's full value, positioning you to achieve early success and ROI. Our people, our expertise, and our time-proven processes get you up and running fast with a solution that is easily deployed and managed in the cloud
- **Workforce Dimensions Customer Success Plans.** Optimize productivity and performance with cross-functional support, comprehensive education tools, and outcome-driven customer success management. Our three Customer Success Plans offer you the flexibility to choose the success approach that best meets your unique business needs – accelerating value at every point in your customer journey and empowering you with everything you need to succeed.'
- **Workforce Dimensions Deployment Services.** Get your teams up and running fast with Kronos Paragon™ — a value-centric deployment approach that leverages iteration and expertise through our skilled consultants and the use of proprietary technologies. Paragon streamlines the deployment of your Kronos solution in the cloud and speeds your time to value, getting a working solution in your hands faster than ever before. And harness the power of data to further accelerate the time to value of your Kronos investment. Our integration services make it easy to share Workforce Dimensions data and streamline successful API integrations across your key business systems.
- **Workforce Dimensions Educational Services.** Kronos Educational Services provides individualized, role-based, just-in-time learning to prepare your core project team and increase user acceptance of your new solution. Receive the right training at the right time and maximize ROI with Kronos KnowledgeMap™ — a progress tracking, online education portal providing anytime, anywhere access to learning and performance support resources — and the opportunity to leverage personalized, instructor-led training.
- **Workforce Dimensions Support Services.** When you need assistance above and beyond what your Customer Success Plan provides, we've got you covered. Protect your Kronos Timeclocks — and your peace of mind — with Equipment Support Services or partner with a Technical Account Manager for dedicated technical support coupled with a deep understanding of your business needs.
- **Workforce Dimensions Advisory Services.** Advisory Services offers success-oriented, best practice direction to guide you through your customer journey and achieve continuous value from your solution. Count on industry experts to help drive standardization and global strategy and map a long-range plan for success. Moving to Workforce Dimensions? We're here to help with a smooth migration. Workforce Dimensions Migration Assessment is carefully designed to prepare you for a seamless transition.



Workforce Central and Workforce TeleStaff

Kronos offers the industry's most comprehensive services portfolio. From small and midsize businesses to large global enterprises, Kronos can put together a services plan that makes sense for you. Implementation, business consulting, employee training and user adoption, technology support, and more — Kronos can help you every step of the way.

When you invest in a Kronos solution, you are getting cutting-edge technology complemented by award-winning service and support. We help you get the best return on your investment and provide a lower cost of ownership over the life of your solution. And our experts are always available to help you maximize performance. Below is a description of Kronos' services with links to more information.

- **Workforce Central and Workforce TeleStaff Implementation Services:** One of the most important steps in helping you achieve rapid value from your workforce management solution is starting with a smooth implementation — to get you and your teams up and running fast! From our proprietary Kronos Paragon™ application implementation methodology, and simplified cloud deployment for fast and easy upgrades, to advanced testing options to help ensure immediate success. Our online project work space, dynamically created documentation, and accelerated testing speed your time to value. kronos.com/kronos-services/workforce-central-implementation-services
- **Workforce Central and Workforce TeleStaff Educational Services:** You've invested in a workforce management solution — and Kronos Educational Services is here to help you make the most of it. As your education partner, we provide individualized, role-based learning that supports user acceptance, delivers employee-specific training, and maximizes solution success and ROI within your organization. kronos.com/kronos-services/workforce-central-educational-services
- **Workforce Central and Workforce TeleStaff Advisory Services:** With over 40 years of workforce management expertise, we're here with best practices insight to support your workforce management journey. Count on our expertise to lead you down the best path toward efficiency and help build a strategy that will ensure you're getting continuous value from your Kronos system. kronos.com/kronos-services/workforce-central-advisory-services
- **Workforce Central and Workforce TeleStaff Support Services:** Enjoy peace of mind throughout your Kronos relationship thanks to comprehensive, award-winning customer support designed to deliver value to every facet of your organization, not just IT. Kronos Support Services provides software and equipment support online or on the phone when you need it. With a variety of support options available, you get the level of support your team needs to ensure your applications run at optimal performance. kronos.com/kronos-services/workforce-central-support-services



Workforce Ready and Payroll Services

Through the Workforce Ready Marketplace, Kronos provides access to Wolters Kluwer's HR and Payroll Answerforce. This comprehensive resource center delivers up-to-date human resources, employee benefits and compensation, employment, and regulatory information from Wolters Kluwer. It's a gold mine for HR and payroll professionals who want to work smarter and stay informed about what's happening in their field. With over 15,000 documents in the database and 8-20 new articles per day, HR and Payroll Answerforce is a power tool that delivers. The state law summaries are very detailed and comprehensive which is hard for others to mimic or equal. Also, boasting over 900 "tool" documents that include sample policies, forms, agreements, training checklists, and federal and state posters as PDF attachments, it all adds up to one amazing set of content.

For additional information, please see the following datasheet in the **Additional Information – Workforce Ready Specific Attachments** section of this proposal:

- **Workforce Ready Marketplace**

5. Are your products able to integrate with other services, such as job board integration, Work Opportunity Tax Credit services, HR and Payroll Knowledge Base, benefits carrier integration, and telephony data collection systems? If so, please provide details on the services and integration capabilities.

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready product suites can all manage this requirement.


Workforce Dimensions

The proposed solution includes a tool called Workforce Integration Hub. Workforce Integration Hub delivers fast, efficient integration services between the Kronos solution and any combination of cloud, SaaS, or on-premise third-party applications. Key benefits of Workforce Integration Hub include:

- Sharing employee data with other applications in target formats
- Keeping your HR information synchronized with your systems of record
- Achieving seamless integration across all applications
- Accelerating time to value with easy to build and deploy integrations
- Improving data integrity and consistency by quickly integrating disconnected information silos across your business
- Auto-scheduling interface processes for timely, effortless data exchange

The Workforce Integration HUB is an integrated component of the unified Workforce Dimensions HCM platform. Unlike standard APIs that simply push and pull data to and from Workforce Dimensions, the innovative toolset supports more sophisticated interfaces that extract, transform, and load data across multiple third-party systems including job boards, benefit carriers, finance programs, or ERP systems. It can be used for integrations, historical data loads, and custom connections to keep HCM and other critical business processes running smoothly and efficiently.





Any list view screen or report can be exports to several formats including Excel, CSV, PDF, XML and more.

All types of interfaces and integrations are based on experience as well as customer specific requirements defined in integration workshops that lead to specific integrations design documents worked out by specific integration teams at Kronos.

Workforce Central

The Workforce Central Suite includes Workforce Integration Manager (WIM). Workforce Integration Manager is a data configuration and conversion tool that allows you to quickly and reliably convert workforce management data into the appropriate format for a target application. Workforce Central adds value to analytical and decision-support applications by expanding access to labor and other key business data. WIM offers extensive data manipulation and conversion capabilities for the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos system to a destination system. Source data, like employee names or numbers, can be concatenated or parsed to meet import requirements. If your payroll or ERP system needs data that is stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

Kronos Workforce Integration Manager is easy to use, easy to own, easy to manage, easy to monitor — and it fits with what you've got.

Workforce Interface Designer, included with Workforce Integration Manager, is the configuration tool used to create and modify interfaces in business language, saving time and reducing the learning curve. Users can also modify interface configurations using simple drop-down menus, without reprogramming code. WIM allows users to run interfaces and make minor modifications without entering configuration screens. Password-protected Administration mode ensures that only authorized technical users can access interface configurations.

Workforce Integration Manager brings adaptability, functionality, and power to the challenge of meeting diverse customer needs, from a single interface with payroll to integration of labor data with complex ERP systems. WIM offers native intelligence about the content and format of data in the Workforce Central system, making interface configuration and maintenance faster, easier, and more efficient. And, by eliminating the need to work with a separate interface vendor, Kronos minimizes modification costs and delays. Kronos offers turnkey services to install, configure, and maintain your interfaces for optimal performance, or you can create your own interfaces. WIM is site-configurable, enabling your staff members to access interface setup and editing functions. No longer will you have to wait for a vendor to modify interface configurations for you. Need help? We provide comprehensive services to assist you with configuration and maintenance.

Workforce Integration Manager consolidates all interfaces, eliminating the need to re-engineer programming code or manage a number of separate interfaces. You can save time by running multiple interfaces with different sources and destinations from a single WIM installation. WIM can easily convert data files into the desired format. And WIM can perform multiple conversion processes within one interface, such as calculations, parsing, concatenation, SQL queries, and translation of data elements.



Workforce Integration Manager reports help you monitor the operation of your interfaces. The Last Run summary provides information about the last interface run (for example, the number of employees processed and records created). The Last Output file lets you quickly view the last output file created from your interface. The Link Configuration report is useful for troubleshooting and offers details on interface configuration such as the name of each record in the output, its source, and the description of any relevant conversion processes.

For our proposals, Kronos understands the importance of integration. We have specified within our pricing documents WIM integrations included as part of our proposal assumptions. Real-time integrations may also be available using Workforce Central API's for an added cost upon further discovery.

Workforce Ready

The Workforce Ready Integration HUB is an integrated component of the unified Workforce Ready HCM platform. Unlike standard APIs that simply push and pull data to and from Workforce Ready, the innovative toolset supports more sophisticated interfaces that extract, transform, and load data across multiple third-party systems including other HR applications, finance programs, or ERP systems. It can be used for integrations, historical data loads, and custom connections to keep HCM and other critical business processes running smoothly and efficiently.

6. Describe your company's customer support capabilities. Include information on whether any functions of customer support are in-house or outsourced.

Customer Support Capabilities

Kronos does not use outsourced support service-contracted organizations for products designed and manufactured by Kronos. The Global Support staff consists of approximately 300 experienced service professionals that resolve 10,000 customer issues per month. The group is organized according to area of expertise and many of these support specialists are certified database and network experts. The Kronos Global Support organization is comprised of Support Engineers, Senior Support Specialists, Network Specialists, and DBAs who team to provide the highest level of support that the industry has to offer. Kronos continues to cross-train staff as needed to insure proper depth of knowledge in all product areas. In addition to our Help Desk support, Kronos employs hundreds of service consultants at the local level to support both software and data collection deployments. Kronos Global Support is a world class support organization dedicated to resolving issues quickly and reliably.

We have provided details for our support services for each product suite. In addition, Kronos offers equipment support services. For additional information, please see the following datasheet in the **Additional Information – General Kronos Attachments** section of this proposal:

- **Equipment Support Services**



Kronos Workforce Dimensions Support

Leading you along the best path to your workforce management and human capital management success is our No. 1 priority. You can count on us to go the extra mile to deliver a proactive, personal, and proven experience by providing you with the training, thought leadership, tools, and data you need to succeed.

Our three Workforce Dimensions Customer Success Plans offer you the flexibility to choose the one that best meets your unique organizational needs, and all our plans are designed to help you maximize the full value of your Kronos solution.

COMMUNITY SUCCESS PLAN

ENHANCE VALUE through a digital, self-service, community-based approach

- Support Services
 - Local Time Zone Support – 8am-8pm, M-F Support plus 2-hour response time to cases
 - 24x7 Mission Critical Support
 - Technical Account Manager (fees apply)
- Success Services
 - Kronos Community
 - Kronos Onboarding Experience
 - KnowledgeMap
 - KnowledgeMap Live (fees apply)

GUIDED SUCCESS PLAN

DRIVE SUCCESS with personalized guidance designed for your solution

- Support Services
 - Local Time Zone Support – 8am-8pm, M-F Support plus 2-hour response time to cases
 - 24x7 Mission Critical Support
- Proactive Support
 - Technical Account Manager (fees apply)
- Success Services
 - Kronos Community
 - Kronos Onboarding Experience
 - KnowledgeMap
 - KnowledgeMap Live (fees apply)
 - Named Success Manager
 - Live Check-In Meetings (quarterly)



- Personalized Success Paths
- Success Reporting (semi-annually)
 - Executive Business Reviews (annually)
 - New Feature Review and Activation*
 - Optimization Assessment (semi-annually)

SIGNATURE SUCCESS PLAN

AMPLIFY BUSINESS outcomes with access to one-on-one success planning and technical support

- Support Services
 - 24x7 Support with 1-hour response time to cases
 - 24x7 Mission Critical Support
- Proactive Support
 - Technical Account Manager
 - Integration/API Support
- Success Services
 - Kronos Community
 - Kronos Onboarding Experience
 - KnowledgeMap
 - KnowledgeMap Live
 - Named Success Manager
 - Live Check-In Meetings (monthly)
 - Personalized Success Paths
- Success Reporting (quarterly)
 - Executive Business Reviews (quarterly)
 - New Feature Review and Activation*
 - Optimization Assessment (quarterly)
 - Industry Best Practice Audit (quarterly)

*Assistance integrating new licensed and nonlicensed features under 10 hours is supported.

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

SUPPORT EXCLUSIONS

Support services do not include service to the Applications resulting from, or associated with:

1. Failure to use the Applications in accordance with Kronos' published specifications; or



2. Customer's end user computer or operating system malfunctions, including browser and internet connection; or
3. Services required for application programs or conversions from products or software not supplied by Kronos.

SERVICE COVERAGE PERIOD

Kronos provides Mission Critical support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Success Plan purchased with the Service.

- **Community Success Plan**
 - Local Time Zone Support
 - Electronic submission w/callback Support
 - 8:00 AM – 8:00 PM Monday to Friday*

- **Guided Success Plan**
 - Local Time Zone Support
 - Phone/Electronic Support
 - 8:00 AM – 8:00 PM Monday to Friday*

- **Signature Success Plan**
 - Local Time Zone Support
 - 24 Hour Live Phone/Electronic Support 7 days per week

* Excluding Kronos holidays

PRIORITY BASED SUPPORT

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

- **High Priority**
 - A critical customer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:
 - Cloud outage
 - Unable to sign-off Time Cards



- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Applications such as scheduling

- **Medium Priority**

- A serious customer issue which impacts ability to utilize the application effectively such as:
 - Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
 - Data display inaccuracies or inconsistencies across multiple tasks
 - Application performance is inconsistent or fluctuates

- **Low Priority**

- Non-critical problem generally entailing use and usability issues or "how to" questions such as:
 - How do I set up a holiday pay rule?
 - How do I run a report?

RESPONSE TIME

Kronos' Global Support organization responds to customer support calls in an average of 90 seconds or less. The Kronos Global Support customer service center is engineered to make your service call a successful one in the fastest time possible. Callers that register with their Solution ID are automatically routed to the support group queue specific to their product. Kronos utilizes a Priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

- **Community Success Plan**

- *Priority High:* A critical Customer problem such as the Software is "down" and Customer cannot utilize the Software, will have a response time of two business hours or less.
- *Priority Medium:* A serious Customer problem which impacts Customer's ability to utilize the Software effectively will have a response time of four business hours or less.
- *Priority Low:* A non-critical problem with an acceptable workaround will have a response time of eight hours or less.

- **Guided Success Plan**

- *Priority High:* A critical Customer problem such as the Software is "down" and Customer cannot utilize the Software, will have a response time of two business hours or less.



- *Priority Medium:* A serious Customer problem which impacts Customer’s ability to utilize the Software effectively will have a response time of four business hours or less.
- *Priority Low:* A non-critical problem with an acceptable workaround will have a response time of eight hours or less.

- **Signature Success Plan**

- *Priority High:* A critical Customer problem such as the Software is “down” and Customer cannot utilize the Software, will have a response time of one business hour or less.
- *Priority Medium:* A serious Customer problem which impacts Customer’s ability to utilize the Software effectively will have a response time of four business hours or less.
- *Priority Low:* A non-critical problem with an acceptable workaround will have a response time of eight hours or less.

ADDITIONAL WORKFORCE DIMENSIONS SUPPORT FEATURES

- **Critical Outages.** Kronos will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.
- **Technical Escalation.** Kronos’ case resolution process is a team based approach structured around specific features within the Application suite and staffed by Kronos Support Engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible. The teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations. For situations that contain multiple cases, an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.
- **Management Escalation.** Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193> .
- **Remote Support.** A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.



Workforce Ready Support

CUSTOMER SUPPORT CAPABILITIES

Kronos does not use outsourced support service-contracted organizations for products designed and manufactured by Kronos. The Global Support staff consists of approximately 300 experienced service professionals that resolve 10,000 customer issues per month. The group is organized according to area of expertise and many of these support specialists are certified database and network experts. The Kronos Global Support organization is comprised of Support Engineers, Senior Support Specialists, Network Specialists, and DBAs who team to provide the highest level of support that the industry has to offer. Kronos continues to cross-train staff as needed to insure proper depth of knowledge in all product areas. In addition to our Help Desk support, Kronos employs hundreds of service consultants at the local level to support both software and data collection deployments. Kronos Global Support is a world class support organization dedicated to resolving issues quickly and reliably.

Hosting support is available 24 hours a day, 7 days a week, 365 days per year.

Kronos Global Support (KGS) Workforce Ready technical Support Services provides the answers and assistance you need, complementing your existing resources and continually expanding the value you receive from your Kronos system. Support Services are available to help every area of your organization achieve optimal software and hardware productivity and peak performance for improved bottom-line results.

WORKFORCE READY STANDARD SUPPORT PLAN

The Kronos Workforce Ready Standard Support Plan offers:

- Technical support services Monday through Friday: 8:00 a.m. – 5:00 p.m. local time, excluding Kronos holidays, with access to Kronos technical support staff. There is an hourly fee for support outside of the contract times
- Web-based expertise that includes access to HR and Payroll Answerforce within Workforce Ready.
- Software Assurance that includes service releases and updates, remote support, and legislative updates.
- Access to the Kronos Community that includes KnowledgeBase, eCase Management, documentation, and customer groups.

WORKFORCE READY PLUS SUPPORT PLAN

The Kronos Workforce Ready Plus Support Plan offers:

- 24x7 technical support services
- Web-based expertise that includes access to HR and Payroll Answerforce within Workforce Ready.
- Software Assurance that includes service releases and updates, remote support, and legislative updates.



- Access to the Kronos Community that includes KnowledgeBase, eCase Management, documentation, and customer groups.
- Technical Account Manager (TAM) services*
- Proactive preventive support
- Complete issue tracking and management.

*The Workforce Ready Technical Account Manager (TAM) is a senior-level technical resource assigned directly to your account, providing technical support expertise gained through years of experience supporting Kronos products and working in the software industry. Among the services a TAM provides:

- Facilitates rapid case resolution to maximize system availability and efficient business operations
- Offers insight into support issues experienced by other Kronos customers, helping you avoid the same situation
- Your TAM gets to know you and your business so they are one step ahead of the problem-resolution process
- Serves as your Kronos advocate
- Ensures your interests and unique needs are met
- TAMs are dedicated resources for the customer, but not exclusive.


PRIORITY BASED SUPPORT

The Kronos Customer Community offers online access to web-based case logging and tracking; a comprehensive, searchable knowledge base of product information; and customer forums for customers to connect with each other, partners, and Kronos employees to collaborate and talk about using our solutions, system documentation, and technical tips. Support calls are routed through a Kronos Global Support call coordinator. The call coordinator triages the call and determines the priority based on the issue and the customer's need. Callers who register with their site ID are automatically routed to the support group queue specific to their product. Response times are determined by priority level as indicated below. The call coordinator prioritizes calls based on the following service level agreement:

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

- **High Priority:** A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:
 - Unable to sign-off Time Cards
 - Totals are not accurate
 - Unable to collect punches from terminals
 - Unable to access a critical application function such as scheduling



- 
- No workaround is available.
 - **Medium Priority:** A serious customer issue which impacts ability to utilize the product effectively such as:
 - Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
 - Data display inaccuracies or inconsistencies across multiple tasks
 - System performance is inconsistent or fluctuates
 - A workaround is available.
 - **Low Priority:** Non-critical problem generally Use and Usability issues and or "how to" questions such as:
 - How do I set up a holiday pay rule?
 - How do I run a report?
 - How often should database maintenance be executed?
 - A workaround is available on Kronos Community



Workforce Central and Workforce TeleStaff Support

For over 40 years, the Kronos Global Support team offers a wealth of experience supporting our products, from the most fundamental to the most challenging. This experience is the basis for a model that enables us to offer a variety of support services options enabling Kronos lets you decide which features matter most to your organization and select the plan that best meets your requirements. That way, you get just the right level of support to keep your Kronos applications performing at their peak for faster return on your investment in workforce management technology.

Choose from Gold, Gold Plus, Platinum, and Platinum Plus Plans. Our four tailored service plans help protect your Kronos investment and provide peace of mind through award-winning support. Our dedicated teams help you keep your Kronos applications running smoothly and continually returning value. And information tools on our Customer Community supplement the telephone and remote support offered under each plan.

GOLD SUPPORT PLAN

Our Gold Support Plan is designed to help you stay current with product news, industry trends, and software and legislative updates. In addition, it provides access to the tools and comprehensive information you need to diagnose and resolve issues — quickly and efficiently — so you can optimize productivity and realize greater value from your Kronos investment.

With the Gold Support Plan, your organization receives:

- Software Assurance – patches, service packs, upgrades, legislative updates
- Coverage during standard business hours: 8:00a.m. - 800 p.m. local time Monday through Friday
- Unlimited case (incident) generation and management
- Case escalation, resolution, and confirmation
- Proactive emails and news messaging
- Online access via the customer portal to:
 - eCase: web-based case logging and tracking
 - Comprehensive, searchable knowledge base
 - Customer forums
 - System documentation
 - Technical tips and FAQs

PLATINUM SUPPORT PLAN

This plan provides all the services included with Gold Support, along with:

- 24/7/365 access to our most senior support engineers
- Faster response times for high-priority cases



PLUS SUPPORT PLAN

Plus Support, which can be purchased with the Gold or Platinum Support plans, delivers the added benefit of a dedicated, senior-level technical account manager (TAM) assigned to your account. Providing expertise gained through years of software industry experience, multiple technical certifications, and extensive training on Kronos products, your TAM will:

- Pretest software patches and upgrades (including legislative and compliance updates) prior to implementation
- Serve as your single point of contact for in-depth technical know-how and business domain knowledge
- Facilitate rapid case resolution to maximize system availability and boost end-user productivity
- Offer insight into support issues experienced by other Kronos customers, helping you avoid the same problems
- Advocate for your organization's interests by sharing your feedback and requests with Kronos product development
- Participate in your organization's regularly scheduled support meetings, providing feedback and sharing best practices with support staff
- Help you prepare for HR/payroll events such as open enrollment and year-end (W-2) processing

For additional information, please see the following datasheet in the **Additional Information – Workforce Central and Workforce TeleStaff Specific Attachments** section of this proposal:

- **Kronos Support Services at a Glance Technical Datasheet**

7. Describe your company's ability to assist with recommendations on the development of a disaster recovery plan for Participating Public Agencies. Include any previous experience, contingency plans, alternatives and issues related to continuing system operations in the event of an extended total system outage.

In support of Kronos' mission to be the global leader in workforce management solutions in the cloud, Kronos has implemented a disaster recovery program. Kronos' Cloud Disaster Recovery Program is designed to provide a framework for both crisis management and disaster recovery as well as enable continued exceptional service to our customers in the event of a major disruption. The Kronos Cloud Disaster Recovery Program has been developed and is maintained to ensure continued alignment with Kronos' Business Continuity Management Program that defines requirements for Kronos disaster recovery plans and crisis management strategies.

For Agency specific Disaster Recovery and Business Continuity plan development Kronos recommends engaging with 3rd party entities who specialize in broad organizational DR/BC planning. This ensures all agency functions and scenarios are considered in the development of the plan.





SIGNED ADMINISTRATION AGREEMENT



5. ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including individual regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "**Program Manager**" and collectively, the "**Program Managers**"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 **Supplier's Representations and Covenants.** Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "**Supplier's Commitments**") and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides

to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's

best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided

to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month

for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be

regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:	U.S. Communities 9711 Washingtonian Blvd. Suite 100 Gaithersburg, MD 20878-7381 Attn: Program Manager Administration
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Supplier:	_____ _____ _____ _____ Attn: U.S. Communities Program Manager
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6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

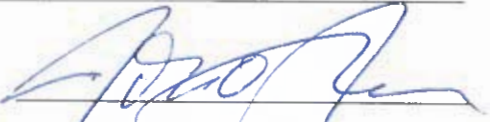
By _____

Name: Kevin Juhring

Title: President

Supplier:

Kronos Incorporated

By 

Name: John O'Brien

Title: Chief Revenue Officer

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max		Los Angeles County
Dept Name	Optional	Text	255 max		Purchasing Dept
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

6. MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

7. STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

All 50 states in the United States of America:

Alabama	Louisiana	Ohio
Alaska	Maine	Oklahoma
Arizona	Maryland	Oregon
Arkansas	Massachusetts	Pennsylvania
California	Michigan	Rhode Island
Colorado	Minnesota	South Carolina
Connecticut	Mississippi	South Dakota
Delaware	Missouri	Tennessee
Florida	Montana	Texas
Georgia	Nebraska	Utah
Hawaii	Nevada	Vermont
Idaho	New Hampshire	Virginia
Illinois	New Jersey	Washington
Indiana	New Mexico	West Virginia
Iowa	New York	Wisconsin
Kansas	North Carolina	Wyoming
Kentucky	North Dakota	

Public Agency Name	State	BISHOP MUSEUM	HI
84th Engineer Battalion	HI	BOARD OF WATER SUPPLY	HI
ADMIN. SERVICES OFFICE	HI	BRIGHAM YOUNG	
ALOHOLIC		UNIVERSITY - HAWAII	HI
REHABILITATION SVS OF		BUILDING INDUSTRY	
HI INC DBA HINA MAUKA	HI	ASSOCIATION OF HAWAII	HI
Aloha United Way	HI	Chamber of Commerce Hawaii	HI
ALOHACARE	HI	CHAMINADE UNIVERSITY	
AMERICAN LUNG		OF HONOLULU	HI
ASSOCIATION	HI	Child and Family Service	HI
Angels at Play Preschool &		CITY AND COUNTY OF	
Kindergarten	HI	HONOLULU	HI
AOAO Royal Capitol Plaza	HI	COLLEGE OF THE	
ARGOSY UNIVERSITY	HI	MARSHALL ISLANDS	HI
ASSOCIATION OF OWNERS		Commander, Navy Region	
OF KUKUI PLAZA	HI	Hawaii	HI
Big Brothers Big Sisters	HI	Community Empowerment	
		Resources	HI

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	HAWAII PACIFIC UNIVERSITY	HI
COUNTY OF HAWAII	HI	Hawaii Peace and Justice Association	HI
COUNTY OF MAUI	HI	HAWAII STATE FCU	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	HAWAII TECHNOLOGY ACADEMY	HI
DCCA	HI	Holy Nativity School	HI
Defense Information System Agency	HI	Homewise Inc.	HI
DEPARTMENT OF EDUCATION	HI	Honolulu Community College	HI
Department of Veterans Affairs	HI	Honolulu Fire Department	HI
DOT Airports Division Hilo	HI	HONOLULU HABITAT FOR HUMANITY	HI
International Airport	HI	International Archaeological Research Institute, Inc.	HI
E Malama In Keiki O Lanai	HI	Iolani School	HI
EAH, INC.	HI	ISLAND SCHOOL	HI
EASTER SEALS HAWAII	HI	Islands Hospice Inc	HI
Ewa Makai Middle School	HI	IUPAT, DISTRICT COUNCIL 50	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Judiciary - State of Hawaii	HI
First United Methodist Church	HI	Kailua High School	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Kailua Racquet Club, Ltd.	HI
HABITAT FOR HUMANITY MAUI	HI	Kama'aina Care Inc	HI
Haggai Institue	HI	KAMEHAMEHA SCHOOLS	HI
HALE MAHAOLU	HI	Kauai Community College	HI
HANAHAU'OLI SCHOOL	HI	Kauai County Council	HI
HAROLD K.L. CASTLE FOUNDATION	HI	Kauai Youth Basketball Association	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	KE KULA O S. M. KAMAKAU	HI
Hawaii Area Committee	HI	Keawala'i Congregational Church	HI
Hawaii Baptist Academy	HI	KIHEI CHARTER SCHOOL	HI
Hawaii Bicycling League	HI	Kipuka o Ke Ola	HI
Hawaii Carpenters Market Recovery Program Fund	HI	KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	Kroc Center Hawaii	HI
hawaii commerce and consumer affairs	HI	Kumpang Lanai	HI
HAWAII EMPLOYERS COUNCIL	HI	Kumulani Chapel	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI	Kupu	HI
Hawaii Health Connector	HI	Lanai Community Health Center	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	Lanai Community Hospital	HI
Hawaii Information Consortium	HI	Lanai Federal Credit Union	HI
Hawaii Island Humane Society	HI	Lanai Youth Center	HI
Hawaii Medical College	HI	LANAKILA REHABILITATION CENTER INC.	HI

LearningRx Honolulu West	HI	READ TO ME	
Leeward Community Church	HI	INTERNATIONAL	
LEEWARD HABITAT FOR		FOUNDATION	HI
HUMANITY	HI	RESEARCH CORPORATION	
Malama Honua Public Charter		OF THE UNIVERSITY OF	
School	HI	HAWAII	HI
Manoa Heritage Center	HI	Ricoh	HI
Marine Corps Community		ROMAN CATHOLIC	
Service	HI	CHURCH IN THE STATE OF	
MARINE SURF WAIKIKI,		HAWAII	HI
INC.	HI	Saint Louis School	HI
MARYKNOLL SCHOOL	HI	School Lunch Program	HI
Maui Aids Foundation Inc	HI	Silver Dolphin Bistro	HI
MAUI COUNTY COUNCIL	HI	SOH- JUDICIARY	
MAUI COUNTY FCU	HI	CONTRACTS AND PURCH	HI
MAUI ECONOMIC		ST JOHN THE BAPTIST	HI
DEVELOPMENT BOARD	HI	St. Francis Healthcare System	HI
MAUI ECONOMIC		St. Theresa School	HI
OPPORTUNITY, INC.	HI	STATE DEPARTMENT OF	
MAUI FAMILY YMCA	HI	DEFENSE	HI
Maui High Band Booster Club	HI	STATE OF HAWAII	HI
Maui Police Department	HI	State of Hawaii - Office of	
Montessori Community School	HI	Enterprise Technology Services	HI
Mutual Housing Association of		State of Hawaii Department of	
Hawaii	HI	Human Services	HI
NA HALE O MAUI	HI	State of Hawaii Department of	
NA LEI ALOHA		Transportation	HI
FOUNDATION	HI	State of Hawaii-Department of	
Naalehu Assembly of God	HI	Health-Disability &	
Native Hawaiian Hospitality		Communication Access	HI
Association	HI	STATE OF HAWAII, DEPT.	
NETWORK ENTERPRISES,	HI	OF EDUCATION	HI
INC.	HI	Tetrahedron Sourcing	HI
Office of the Governor	HI	Third Judicial Circuit - State of	
Olanur	HI	Hawaii	HI
One Kalakaua	HI	Tri-Isle RC&D	HI
ORI ANUENUE HALE, INC.	HI	Tri-Isle Resource Conservation	
Our Savior Lutheran School	HI	and Development District	HI
outrigger canoe club	HI	Tutu and Me Traveling	
PACIFIC BUDDHIST		Preschool	HI
ACADEMY	HI	United Chinese Society	HI
PARTNERS IN		UNIVERSITY OF HAWAII	
DEVELOPMENT	HI	AT MANOA	HI
FOUNDATION		UNIVERSITY OF HAWAII	
Pohaha I Ka Lani	HI	FEDERAL CREDIT UNION	HI
POLYNESIAN CULTURAL		University of the Nations	HI
CENTER	HI	US Navy	HI
Pukalani Baptist Church	HI	Variety School of Hawaii	HI
PUNAHOU SCHOOL	HI	W. M. KECK	
Puu Heleakala Community		OBSERVATORY	HI
Association	HI	WAIANAE COMMUNITY	
Queen Emma Gardens AOA	HI	OUTREACH	HI
		Waimanalo Elementary and	
		Intermediate School	HI
		West Maui Community Federal	
		Credit Union	HI

Western Pacific Fisheries Council	HI	Kaneohe	HI
YMCA OF HONOLULU	HI	Kapaa	HI
Hawaii County	HI	Kapaau	HI
Honolulu County	HI	Kapolei	HI
Kauai County	HI	Kaunakani	HI
Maui County	HI	Kaunakakai	HI
Kalawao County	HI	Kawela Bay	HI
Aiea	HI	Keaau	HI
Anahola	HI	Kealakekua	HI
Barbers Point N A S	HI	Kealia	HI
Camp H M Smith	HI	Keauhou	HI
Captain Cook	HI	Kekaha	HI
Eleele	HI	Kihei	HI
Ewa Beach	HI	Kilauea	HI
Fort Shafter	HI	Koloa	HI
Haiku	HI	Kualapuu	HI
Hakalau	HI	Kula	HI
Haleiwa	HI	Kunia	HI
Hana	HI	Kurtistown	HI
Hanalei	HI	Lahaina	HI
Hanamaulu	HI	Laie	HI
Hanapepe	HI	Lanai City	HI
Hauula	HI	Laupahoehoe	HI
Hawaii National Park	HI	Lawai	HI
Hawaiian Ocean View	HI	Lihue	HI
Hawi	HI	M C B H Kaneohe Bay	HI
Hickam AFB	HI	Makawao	HI
Hilo	HI	Makaweli	HI
Holualoa	HI	Maunaloa	HI
Honaunau	HI	Mililani	HI
Honokaa	HI	Mountain View	HI
Honolulu	HI	Naalehu	HI
Honomu	HI	Ninole	HI
Hoolehua	HI	Ocean View	HI
Kaaawa	HI	Ookala	HI
Kahuku	HI	Paauhau	HI
Kahului	HI	Paauilo	HI
Kailua	HI	Pahala	HI
Kailua Kona	HI	Pahoa	HI
Kalaheo	HI	Paia	HI
Kalaupapa	HI	Papaaloa	HI
Kamuela	HI	Papaikou	HI
		Pearl City	HI

Pearl Harbor	HI	A Jesus Church Family	OR
Pepeekeo	HI	A. C. Gilbert's Discovery Village	OR
Princeville	HI	A&I Benefit Plan	
Pukalani	HI	Administrators, Inc.	OR
Puunene	HI	ABIQUA SCHL	OR
Schofield Barracks	HI	Abuse Recovery Ministry & Services	OR
Tripler Army Medical Center	HI	Access Inc	OR
Volvano	HI	ACUMENTRA HEALTH	OR
Wahiawa	HI	Adapt	OR
Waialua	HI	ADDICTIONS RECOVERY CENTER, INC	OR
Waianae	HI	Adelante Mujeres	OR
Waikoloa	HI	advocate care	OR
Wailuku	HI	African American Health Coaliton, Inc.	OR
Waimanalo	HI		
Waimea	HI	Agia Sophia Academy	OR
Waipahu	HI	Aging and People with Disabilities	OR
Wake Island	HI		
Wheeler Army Airfield	HI	Albany Partnership for Housing and Community Development	OR
Brigham Young University - Hawaii	HI	Albany Police Department	OR
Chaminade University of Honolulu	HI	Albertina Kerr Centers	OR
Hawaii Business College	HI	Aldersgate Camps and Retreats	OR
Hawaii Pacific University	HI	All God's Children International	OR
Hawaii Technology Institute	HI	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
Heald College - Honolulu	HI	ALLIANCE CHARTER ACADEMY	OR
Remington College - Honolulu Campus	HI	Alpha Lambda House Corporation	OR
University of Phoenix - Hawaii Campus	HI		
Hawaii Community College	HI	Alvord Taylor	OR
Honolulu Community College	HI	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
Kapiolani Community College	HI	ALZHEIMERS NETWORK OF OREGON	OR
Kauai Community College	HI		
Leeward Community College	HI	Amani Center	OR
Maui Community College	HI	American Legion Aloha Post 104	OR
University of Hawaii at Hilo	HI	American Tinnitus Association	OR
University of Hawaii at Manoa	HI	Amity Fire District	OR
Windward Community College	HI	Amity School District 4-J	OR
123d Fighter Squadron	OR	Ananda Center at Laurelwood	OR
211INFO	OR	ANGELL JOB CORPS	OR
300 Main Inc	OR	Apostolic Church of Jesus Christ	OR
1000 FRIENDS OF OREGON A FAMILY FOR EVERY CHILD	OR	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
A Hope For Autism Foundation	OR	ARLINGTON SCHOOL	OR

DISTRICT NO. 3

Ascension Episcopal Parish
 Ashbrook Independent School
 Ashland Art Center
 ASHLAND COMMUNITY HOSPITAL
 ASHLAND PUBLIC SCHLS
 Association of Oregon
 Community Mental Health Programs
 Association of Oregon
 Corrections EMPloyees, Inc.
 ASSOCIATION OF OREGON COUNTIES
 ASTORIA SCHOOL
 DISTRICT 1C
 ATHENA LIBRARY
 FRIENDS ASSOCIATION
 Athena Weston School District
 29RJ
 Aurora Rural Fire District
 Auxiliary services
 AVON
 Bags of Love
 Baker County
 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 Baker Elks
 BAKER SCHOOL DISTRICT 5-J
 BANDON SCHOOL DISTRICT
 Banks Fire District #13
 BANKS SCHOOL DISTRICT
 BARLOW YOUTH FOOTBALL
 Barter Union International
 BAY AREA FIRST STEP, INC.
 BAY AREA HOSPITAL DISTRICT
 Bay Area Labor Center
 Beaverton Christians Church
 Beaverton Rock Creek
 Foursquare Church
 BEAVERTON SCHOOL DISTRICT
 Bend Elks Lodge 1371
 Bend International School
 Bend Metro Park & Recreation District
 Bend Park and Recreation District
 BEND-LA PINE SCHOOL

DISTRICT

OR	Bend-La Pine Schools	OR
OR	BENTON COUNTY	OR
OR	BENTON HOSPICE SERVICE	OR
OR	Benton Soil & Water Conservation District	OR
OR	Best Care Treatment Center	OR
	Beta Omega Alumnae	OR
OR	BETHEL CHURCH OF GOD	OR
OR	Bethel School District #52	OR
OR	Bethesda Lutheran Church	OR
OR	Bethlehem Christian Pre-School	OR
OR	BIENESTAR, INC.	OR
OR	BILL HUNT	OR
OR	Billy Webb Elks lodge #1050	OR
OR	BioGift Anatomical	OR
OR	BIRCH COMMUNITY SERVICES, INC.	OR
OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
OR	Blachly-Lane Electric Co-op	OR
OR	Blanchet House of Hospitality	OR
OR	BLIND ENTERPRISES OF OREGON	OR
OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
OR	BNAI BRITH CAMP	OR
OR	BOARD OF MEDICAL EXAMINERS	OR
OR	Boardman Rural Fire Protection District	OR
OR	Bob Belloni Ranch, Inc.	OR
OR	BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
OR	Bonneville Power Administration	OR
OR	Boys & Girls Club of Corvallis	OR
OR	Boys & Girls Club of Salem, Marion & Polk Counties	OR
OR	Boys & Girls Clubs of Emerald Valley	OR
OR	Boys and Girls Club of the rogue valley	OR
OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
OR	Breast Friends	OR
OR	Bridgeport Community Chapel	OR
OR	Bridges to Change	OR

BROAD BASE PROGRAMS INC.	OR	Cedar Hills Baptist Church	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	CEDAR MILL COMMUNITY LIBRARY	OR
Brookings Elks Lodge	OR	Cedar Sinai Park-Robison	OR
Brookings Fire / Rescue	OR	Jewish Healthcare	OR
Brookings Harbor Christian School	OR	CENTENNIAL SCHOOL DISTRICT	OR
Brookings- HArbor School District 17c	OR	CENTER FOR COMMUNITY CHANGE	OR
Brooklyn Primary PTO	OR	Center For Continuous Improvement	OR
Building Healthy Family	OR	Center for Family Development	OR
Bureau Of Land Management	OR	Center for Human Development	OR
Burns Paiute Tribe	OR	CENTER FOR RESEARCH TO PRACTICE	OR
Butte Creek Scout Ranch	OR	CENTRAL BIBLE CHURCH	OR
Butte Falls School District	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
Calvary Assembly of God	OR	CENTRAL CITY CONCERN	OR
Camelto Theatre Company	OR	CENTRAL CURRY SCHL DIST#1	OR
Camp Fire Columbia	OR	CENTRAL DOUGLAS	OR
CANBY FOURSQUARE CHURCH	OR	COUNTY FAMILY YMCA	OR
CANBY SCHOOL DISTRICT	OR	Central Lincoln People""s Utility District	OR
Canby School District No 86	OR	CENTRAL OREGON	OR
Canby Utility	OR	COMMUNITY COLLEGE	OR
CANCER CARE RESOURCES	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
Cannon Beach Fire	OR	CENTRAL OREGON	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	IRRIGATION DISTRICT	OR
Cappella Romana	OR	Central Oregon Visitors Association	OR
CARE OREGON	OR	CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
CASA of Marion County	OR	Central Presbyterian Church	OR
cascade AIDS	OR	CENTRAL SCHOOL DISTRICT 13J	OR
Cascade Health Solutions	OR	Central School District 13J (Polk County, Oregon)	OR
Cascade Height Public Charter School PTA	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
Cascade Housing Association	OR	CHEMEKETA COMMUNITY COLLEGE	OR
CASCADE SCHOOL DISTRICT	OR	Child Evangelism Fellowship	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR	CHILDPEACE MONTESSORI	OR
CASCADES WEST	OR	Children""s Relief Nursery	OR
FINANCIAL SERVICES IN CASCADIA BEHAVIORAL HEALTHCARE	OR	Childswork Learning Center	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	Christian Church of Woodburn	OR
CATHOLIC CHARITIES	OR	Christians As Family Advovates	OR
CATHOLIC COMMUNITY SERVICES	OR	Church of Christ	OR
CCI Enterprises Inc	OR	CITY BIBLE CHURCH	OR
		CITY COUNTY INSURANCE SERVICES	OR

City Government	OR	City of Eugene	OR
CITY OF ADAIR VILLAGE	OR	CITY OF EUGENE	OR
CITY OF ALBANY	OR	CITY OF FAIRVIEW	OR
CITY OF ASHLAND	OR	CITY OF FALLS CITY	OR
City of Astoria Fire Department	OR	City of Florence	OR
CITY OF ASTORIA OREGON	OR	City of Forest Grove	OR
City of Astoria Parks Dept.	OR	CITY OF GATES	OR
CITY OF AUMSVILLE	OR	CITY OF GEARHART	OR
CITY OF AURORA	OR	CITY OF GERVAIS	OR
City of Baker City	OR	CITY OF GOLD HILL	OR
City of Banks	OR	CITY OF GRANTS PASS	OR
CITY OF BEAVERTON	OR	CITY OF GRESHAM	OR
City Of Bend	OR	CITY OF HALSEY	OR
CITY OF BOARDMAN	OR	CITY OF HAPPY VALLEY	OR
CITY OF BURNS	OR	City of Harrisburg	OR
CITY OF CANBY	OR	CITY OF HEPPNER	OR
CITY OF CANNON BEACH	OR	CITY OF HERMISTON	OR
OR	OR	CITY OF HILLSBORO	OR
CITY OF CANYONVILLE	OR	CITY OF HOOD RIVER	OR
City of Carlton	OR	City of Independence	OR
City of Cascade Locks	OR	CITY OF JOHN DAY	OR
City of Central Point Parks and Recreation	OR	City of Joseph	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR	City of junction city	OR
CITY OF CLATSKANIE	OR	CITY OF KLAMATH FALLS	OR
CITY OF COBURG	OR	CITY OF LA GRANDE	OR
City of Columbia City	OR	CITY OF LAKE OSWEGO	OR
CITY OF CONDON	OR	CITY OF LAKESIDE	OR
CITY OF COOS BAY	OR	CITY OF LEBANON	OR
City of Cornelius, OR	OR	CITY OF LINCOLN CITY	OR
CITY OF CORVALLIS	OR	CITY OF MADRAS	OR
City of Corvallis Parks and Recreation	OR	CITY OF MALIN	OR
CITY OF COTTAGE GROVE	OR	CITY OF MCMINNVILLE	OR
CITY OF CRESWELL	OR	CITY OF MEDFORD	OR
CITY OF DALLAS	OR	CITY OF MILL CITY	OR
CITY OF DAMASCUS	OR	CITY OF MILLERSBURG	OR
City of Dayton	OR	City of Milton-Freewater	OR
City of Donald	OR	CITY OF MILWAUKIE	OR
CITY OF DUNDEE	OR	City Of Molalla	OR
City of Durham	OR	City of Monmouth	OR
CITY OF EAGLE POINT	OR	City of Monmouth / Public Works	OR
CITY OF ECHO	OR	CITY OF MORO	OR
CITY OF ESTACADA	OR	CITY OF MOSIER	OR

City of Mt. Angel	OR	City of Troutdale	OR
City of Nehalem	OR	CITY OF TUALATIN, OREGON	OR
CITY OF NEWBERG	OR	City of Union	OR
CITY OF NORTH PLAINS	OR	City of Veneta	OR
City of North Powder	OR	CITY OF WARRENTON	OR
City of Ontario	OR	CITY OF WEST LINN/PARKS	OR
CITY OF OREGON CITY	OR	City of Westfir	OR
City of Pendleton Convention Center	OR	CITY OF WILSONVILLE	OR
City of Pendleton Parks & Recreation	OR	CITY OF WINSTON	OR
City of Philomath	OR	CITY OF WOOD VILLAGE	OR
CITY OF PHOENIX	OR	CITY OF WOODBURN	OR
CITY OF PILOT ROCK	OR	CITY OF YACHATS	OR
CITY OF PORT ORFORD	OR	City of Yoncalla	OR
CITY OF PORTLAND	OR	CLACKAMAS COMMUNITY COLLEGE	OR
City of Portland Parks Bureau	OR	clackamas county	OR
CITY OF POWERS	OR	Clackamas County Disaster Management	OR
CITY OF PRAIRIE CITY	OR	Clackamas County Juvenile Dept	OR
CITY OF REDMOND	OR	Clackamas County Service District # 1/Tri-City Service District	OR
City of Richland	OR	Clackamas County Water Environment Services	OR
CITY OF RIDDLE	OR	CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CITY OF SALEM	OR	CLACKAMAS FIRE DIST#1	OR
City of Salem Fire Department	OR	Clackamas River Trout Unlimited	OR
CITY OF SANDY	OR	CLACKAMAS RIVER WATER	OR
CITY OF SCAPPOOSE	OR	Clackamas River Water Providers	OR
CITY OF SCIO	OR	CLACKAMS COUNTY COMMUNITY	OR
CITY OF SEASIDE	OR	CORRECTIONS	OR
City of Seaside Police Department	OR	CLASSROOM LAW PROJECT	OR
CITY OF SHADY COVE	OR	Clatskanie People's Utility District	OR
City of Sheridan	OR	Clatskanie RFPD	OR
CITY OF SHERWOOD	OR	CLATSKANIE SCHL DIST #6J	OR
CITY OF SILVERTON	OR	Clatsop Behavioral Healthcare Clatsop Care Health District- Clatsop Retirement Village	OR
City of Sodaville	OR	Clatsop Community College	OR
CITY OF SPRINGFIELD	OR	CLATSOP COUNTY	OR
City of St. Helens	OR	Clatsop County Sheriff's Office	OR
CITY OF ST. PAUL	OR	Clean Slate Canine Rescue &	OR
CITY OF STAYTON	OR		
City of Sublimity	OR		
CITY OF SWEETHOME	OR		
City of Talent	OR		
CITY OF THE DALLES	OR		
CITY OF TIGARD, OREGON	OR		

Rehabilitation		Confederated Tribes of Warm Springs	OR
CLEAN WATER SERVICES	OR	Confederation of Oregon School Administrators	OR
Clear Creek Middle School	OR	CONFLUENCE	OR
Coalition for a Livable Future	OR	ENVIRONMENTAL CENTE	OR
COAST REHABILITATION SERVICES	OR	CONSERVATION BIOLOGY INSTITUTE	OR
Coastal Family Health Center	OR	Constructing Hope Pre-Apprenticeship Program	OR
COLLEGE HOUSING NORTHWEST	OR	Consumers Power Inc.	OR
College Possible	OR	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
College United Methodist Church	OR	Coos Art Museum	OR
COLTON SCHL DIST 53	OR	COOS BAY SCHOOL DISTRICT	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	COOS BAY SCHOOL DISTRICT NO.9	OR
Columbia Academy	OR	coos county	OR
COLUMBIA CHRISTIAN SCHOOL	OR	Coquille Economic Development Corporation	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR	Coquille Indian Housing Authority	OR
COLUMBIA COUNTY, OREGON	OR	COQUILLE SCHOOL DISTRICT 8	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR	Corban College	OR
columbia gorge discovery center and museum	OR	CORBETT SCHL DIST #39	OR
Columbia Gorge ESD	OR	Corvallis Caring Place	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
Columbia River Fire & Rescue	OR	Corvallis School District 509J	OR
Columbia River Inter-tribal Fish Commission	OR	Corvallis Waldorf School	OR
COLUMBIA RIVER PUD	OR	COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
COMMUNITY ACTION ORGANIZATION	OR	Cove City Hall	OR
COMMUNITY ACTION TEAM, INC.	OR	COVENANT CHRISTIAN HOOD RIVER	OR
COMMUNITY CANCER CENTER	OR	crescent grove cemetery	OR
Community Connection of Northeast Oregon, Inc.	OR	CRESWELL SCHOOL DISTRICT	OR
Community Energy Project	OR	CROOK COUNTY ROAD DEPARTMENT	OR
COMMUNITY HEALTH CENTER, INC	OR	CROOK COUNTY SCHOOL DISTRICT	OR
Community in Action	OR	Crooked River Ranch Rural Fire Protection District	OR
Community Shelter and Assistance Corporation	OR	CROSSROADS CHRISTIAN SCHOOL	OR
COMMUNITY VETERINARY CENTER	OR	CS LEWIS ACADEMY	OR
CONCORDIA UNIV	OR	CULVER SCHOOL DISTRICT NO.	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR	Curry County Habitat for Humanity	OR
	OR	CURRY COUNTY OREGON	OR
	OR	Curry Health Network	OR
	OR	Curry Public Transit Inc	OR

Dallas Church	OR	Eagle Point School District #9	OR
DALLAS SCHOOL			
DISTRICT NO. 2	OR	Eagle point school district #9	OR
DAVID DOUGLAS SCHOOL			
DISTRICT	OR	EagleRidge High School	OR
Dayspring Fellowship	OR	Early College High School	OR
Daystar Education, Inc.	OR	EAST HILL CHURCH	OR
Dayton Christian Church	OR	EAST MULTNOMAH SOIL	
DAYTON SCHOOL		AND WATER	
DISTRICT NO.8	OR	CONSERVANCY	OR
DE LA SALLE N CATHOLIC		East River Fellowship	OR
HS	OR	EAST SIDE FOURSQUARE	
DECISION SCIENCE		CHURCH	OR
RESEARCH INSTITUTE,		EAST WEST MINISTRIES	
INC.	OR	INTERNATIONAL	OR
Deer Creek Elementary School	OR	Eastern Oregon Alcoholism	
Deer Meadow Assisted Living	OR	Foundation	OR
DELIGHT VALLEY	OR	EAsern Oregon Trade and	
CHURCH OF CHRIST	OR	Event Center	OR
Delphian School	OR	EASTERN OREGON	
Department of Administrative		UNIVERSITY	OR
Services	OR	Echo School District	OR
DePaul Treatment Centers, Inc.	OR	Echo Theater Company	OR
DESCHUTES COUNTY	OR	Ecola Bible School	OR
DESCHUTES COUNTY		Ecotrust	OR
RFPD NO.2	OR	EDUCATION NORTHWEST	OR
DESCHUTES COUNTY SD	OR	Education Travel & Culture,	
NO.6 - SISTERS SD	OR	Inc.	OR
DESCHUTES PUBLIC		EDUCATIONAL POLICY	
LIBRARY	OR	IMPROVEMENT CENTER	OR
DESCHUTES PUBLIC	OR	Edwards Center Inc	OR
LIBRARY SYSTEM	OR	eickhoff dev co inc	OR
DFHFJDG	OR	ELAW	OR
Dial-A-Bus	OR	Elderhealth and Living	OR
Direction Service, Inc.	OR	Elgin school dist.	OR
Disjecta Contemporary Art		ELKTON SCHOOL	
Center	OR	DISTRICT NO.34	OR
DOGS FOR THE DEAF, INC.	OR	ELMIRA CHURCH OF	
DOUGLAS COUNTY	OR	CHRIST	OR
DOUGLAS COUNTY			
SCHOOL DISTRICT 116	OR	Emerald Media Group	OR
DOUGLAS EDUCATION		EMERALD PUD	OR
SERVICE DISTRICT	OR	Emmanuel Bible Church	OR
DOUGLAS ELECTRIC	OR	EMMAUS CHRISTIAN	
COOPERATIVE, INC.	OR	SCHOOL	OR
DOUGLAS FOREST		EN AVANT, INC.	OR
PROTECTIVE	OR	Energy Trust of Oregon	OR
Dove Medical	OR	ENTERPRISE FOR	
Dress for Success Oregon	OR	EMPLOYMENT AND	
DrupalCon Inc., DBA Drupal	OR	EDUCATION	OR
Association	OR	environmental law alliance	
Dufur Christian Church	OR	worldwide	OR
DUFUR SCHOOL DISTRICT	OR	EPUD-Emerald People""s	
NO.29	OR	Utility District	OR
		Estacada Rural Fire District	OR

ESTACADA SCHOOL DISTRICT NO.108	OR	First United Methodist Church	OR
EUGENE BALLET COMPANY	OR	First United Presbyterian Church	OR
Eugene Builders Exchange	OR	FLORENCE AREA CHAMBER OF COMMERCE	OR
EUGENE CHRISTIAN FELLOWSHIP	OR	Florence Police Department	OR
Eugene Country Club	OR	Florence United Methodist Church	OR
Eugene Swim and Tennis Club	OR	Food for Lane County	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	FORD FAMILY FOUNDATION	OR
EUGENE WATER & ELECTRIC BOARD	OR	FOREST GROVE SCHOOL DISTRICT	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR	Forest Park Conservancy	OR
Evergreen Wings and Waves	OR	FOSSIL SCHOOL DISTRICT 21J	OR
FACILITIES	OR	FOUNDATIONS FOR A BETTER OREGON	OR
FAIRFIELD BAPTIST CHURCH	OR	Fr. Bernard Youth Center	OR
FAITH CENTER	OR	French American International School	OR
Faith Christian Fellowship	OR	French American School	OR
FAITHFUL SAVIOR MINISTRIES	OR	Friendly House, Inc.	OR
Falls City School District #57	OR	Friends for Animals	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR	Friends of Driftwood Library	OR
Family Building Blocks	OR	FRIENDS OF THE CHILDREN	OR
FAMILY CARE INC	OR	Friends of the Opera House	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR	Full Access	OR
FARMWORKER HOUSING DEV CORP	OR	fund for christain charity	OR
Farmworkers Housing Development Corporation	OR	Fund For Christian Charity	OR
Feral Cat Awareness Team	OR	Fur Footed Rescue, Inc.	OR
Fern Ridge Library District	OR	G.O.B.H.I	OR
Fern Ridge School District 28J	OR	Garten Services Inc	OR
First Baptist Church	OR	GASTON RURAL FIRE DEPARTMENT	OR
First Baptist Church of Enterprise	OR	GASTON SCHOOL DISTRICT 511J	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	Gates Community Church of Christ	OR
FIRST CHRISTIAN CHURCH	OR	Gateway Prebyterian Church	OR
FIRST CHURCH OF THE NAZARENE	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
First Congregational Chrch	OR	Gearhart Fire Department	OR
First Evangelical Presbyterian Church of Oregon City	OR	GeerCrest Farm & Historical Society	OR
First Lutheran Church of Astoria	OR	GEN CONF OF SDA	OR
First Presbyterian Church of La Grande	OR	CHURCH WESTERN OR	OR
FIRST UNITARIAN CHURCH	OR	GEORGE FOX UNIVERSITY	OR
		GERVAIS SCHOOL DIST. #1	OR
		GILLIAM COUNTY	OR
		GILLIAM COUNTY OREGON	OR

Girl Scouts of Oregon and SW Washington, Inc.	OR	Great Portland Bible	OR
GLADSTONE POLICE DEPARTMENT	OR	GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
Gladstone Public Library	OR	GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
GLADSTONE SCHOOL DISTRICT	OR	Greater Portland INC	OR
Gladstone Senior Center	OR	Green Electronics Council	OR
GLENDALE RURAL FIRE DISTRICT	OR	Greenleaf Industries	OR
GLENDALE SCHOOL DISTRICT	OR	Gresham Police Department	OR
GLIDE SCHOOL DISTRICT NO.12	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
GOAL ONE COALITION	OR	GWPMs	OR
God""s Storehouse Pantry	OR	HALFWAY HOUSE SERVICES, INC.	OR
GOLD BEACH POLICE DEPARTMENT	OR	Halsey-Shedd Fire District	OR
Golf Charities Foundation, Inc.	OR	Happy Canyon Company	OR
Gollux	OR	Harney County Community Corrections	OR
Good Samaritan Ministries	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
Good Samaritan Ministry	OR	HARNEY COUNTY SHERIFFS OFFICE	OR
GOOD SHEPHERD COMMUNITIES	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
Good Shepherd Medical Center	OR	HARRISBURG SCHL DIST	OR
Goodwill Industries of Lane and South Coast	OR	Harvest Church	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	HEAD START OF LANE COUNTY	OR
GRACE BAPTIST CHURCH	OR	Health Share of Oregon	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR	HEARING AND SPEECH INSTITUTE INC	OR
Grace Christian Fellowship	OR	Heartfelt Obstetrics & Gynecology	OR
Grace Community Church	OR	Helix School Dist #1 R	OR
Grace Lutheran Church of Molalla	OR	Helix School District	OR
Grace Lutheran School	OR	HELP NOW! ADVOCACY CENTER	OR
Grand View Baptist Church	OR	Hemp Shield	OR
Grande Ronde Model Watershed Foundation	OR	HERITAGE CHRISTIAN SCHOOL	OR
Grant Community School	OR	Hermiston Christian Center & School	OR
Grant County Economic Development	OR	Hermiston Fire & Emergency Svcs	OR
GRANT COUNTY, OREGON	OR	hermiston school district	OR
GRANT PARK CHURCH	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Grantmakers for Education	OR	HIGH DESERT EDUCATION SERVICE DISTRICT	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	hillsboro school district	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	Hinson Baptist Church	OR
Grants Pass Seventh-day Adventist Church	OR	Historical Outreach Foundation	OR
		HIV ALLIANCE, INC	OR

HOLT INTL CHILD	OR	Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
Holy Family Academy	OR	INTER MOUNTAIN ESD	OR
Home Builders	OR	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
homeforward	OR	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
HOOD RIVER COUNTY	OR	InventSuccess	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	IONE HIGH SCHOOL	OR
HOODLAND FIRE DISTRICT NO.74	OR	IRCO	OR
Hope chinese charter	OR	JACKSON CO SCHOOL DIST NO.9	OR
Hope Church of The Assemblies of God Albany Oregon	OR	jackson county Jackson County School District No. 5	OR
HOPE LUTHERAN CHURCH	OR	Jackson-Josephine 4-C Council	OR
HOPE POINT CHURCH	OR	Jason Lee Manor/UMRC	OR
HOSANNA CHRISTIAN SCHL	OR	JASPER MOUNTAIN	OR
Hospice Center Bend La Pine	OR	JEFFERSON COUNTY	OR
House of Prayer for All Nations	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR	Jefferson Park and Recreation	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR	JEFFERSON SCHOOL DISTRICT	OR
Housing Authority of Douglas County	OR	JENCO INTERNATIONAL, INC.	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR	JESUIT HIGH SCHL EXEC OFC	OR
HOUSING AUTHORITY OF PORTLAND	OR	Jesus Pursuit Church	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR	Joseph School District	OR
Housing Authority of Yamhill County	OR	josephine county	OR
Housing Development Center	OR	Josephine County Public Works	OR
HOUSING NORTHWEST	OR	Joy Church Eugene	OR
Human Solutions, Inc.	OR	Joyful Servant Lutheran Church	OR
IBEW280	OR	Junction City High School Junction City/Harrisburg/Monroe	OR
Ike Box Cafe	OR	Habitat for Humanity	OR
Illinois Valley Fire District	OR	JUNIOR ACHIEVEMENT	OR
Imbler School District #11	OR	Kairos	OR
Immanuel Lutheran School	OR	Kartini Clinic	OR
Incite Incorporated	OR	Kbps Public Radio	OR
Independent Development Enterprise Alliance	OR	Keizer Fire District	OR
Independent Environments Inc	OR	KEIZER POLICE DEPARTMENT	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	Kid Time	OR
Insight School of Oregon	OR	KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Painted Hills	OR		
Institute of Technology	OR		

Kids Unllimited Academy	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
Kilchis House	OR	Lane County Sheriff's Office	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
klamath county	OR	LANE ELECTRIC COOPERATIVE	OR
KLAMATH COUNTY 9-1-1	OR	LANE MEMORIAL BLOOD BANK	OR
Klamath County Association of Realtors	OR	LANE TRANSIT DISTRICT	OR
Klamath County Fire District No. 1	OR	LANECO FEDERAL CREDIT UNION	OR
Klamath County School District	OR	LAUREL HILL CENTER	OR
KLAMATH FALLS CITY SCHOOLS	OR	LEAGUE OF OREGON CITIES	OR
KLAMATH HOUSING AUTHORITY	OR	League of Women Voters	OR
Klamath Siskiyou Wildlands Center	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
Knova Learning	OR	Legacy Mt. Hood Medical Center	OR
Korean Central Covenant Church of Eugene	OR	Legal Aid Services of Oregon	OR
L'Etoile French Immersion School	OR	LITC	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR	LEWIS AND CLARK COLLEGE	OR
La Grande Church of the Nazarene	OR	Lewis and Clark Rural Fire Protection District	OR
La Grande Family Practice	OR	Life Flight Network LLC	OR
La Grande Foursquare Church	OR	LifeSource	OR
La Grande Police Department	OR	LIFEWORKS NW	OR
LA GRANDE SCHOOL DISTRICT	OR	Lincoln City Chamber of Commerce	OR
LA GRANDE SCHOOL DISTRICT 001	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
LA GRANDE UNITED METHODIST CHURCH	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
La Pine Chamber of Commerce	OR	LINFIELD COLLEGE	OR
La Pine Park & Recreation District	OR	Linn Benton Lincoln Educational Services District	OR
Lake Chinook Fire & Rescue	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
LAKE COUNTY	OR	LINN COUNTY	OR
Lake County Chamber of Commerce Inc	OR	Linn County Sheriff Office	OR
Lake Grove Presbyterian Church	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Lake Oswego Montessori School	OR	LINN-BENTON-LINCOLN ESD	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	Literary Expectations dba Moore Academy	OR
LANE COMMUNITY COLLEGE	OR	Little Promises Children's Program	OR
Lane Council of Governments	OR	Living Opportunities, Inc.	OR
LANE COUNTY	OR	LIVING WAY FELLOWSHIP	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	Living Word Christian Center	OR
		LIVINGSTONE ADVENTIST ACADEMY	OR
		Local 290	OR

LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	McMinnville Police Department	OR
Long Creek School District	OR	MCMINNVILLE SCHOOL DISTRICT NO.40	OR
Long Tom Watershed Council	OR	McMinnville Water & Light	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR	MEALS ON WHEELS PEOPLE, INC.	OR
Love Thy Neighbor services	OR	MECOP Inc.	OR
Lowell Rural Fire Protection District	OR	Mederi Foundation DBA Mederi Center for Natural Healing	OR
LOWELL SCHOOL DISTRICT NO.71	OR	MEDFORD SCHOOL DISTRICT 549C	OR
Lower Columbia Estuary Partnership	OR	MEDFORD WATER COMMISSION	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	MEDICAL TEAMS INTL	OR
Lucky Paws Rescue	OR	MENNONITE HOME OF ALBANY INC	OR
LUKE DORF INC	OR	Mental Health for Children, Inc.	OR
MACDONALD CENTER	OR	Merchants Exchange of Portland, Oregon	OR
Mainstage Theatre Company	OR	Mercy Flights, Inc.	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR	METRO	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	METRO HOME SAFETY REPAIR PROGRAM	OR
Maranatha Church	OR	METROEAST COMMUNITY MEDIA	OR
MARCOLA SCHL DIST	OR	Metropolitan Contractor Improvement Partnership	OR
MARCOLA SCHOOL DISTRICT 079J	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
MARION COUNTY , SALEM, OREGON	OR	METROPOLITAN FAMILY SERVICE	OR
MARION COUNTY FIRE DISTRICT #1	OR	Mid Columbia Childrens Council	OR
MARION COUNTY HEALTH DEPT	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
MARION COUNTY HOUSING AUTHORITY	OR	MID COLUMBIA MEDICAL CENTER-GREAT ""N SMALL	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR	Mid Rogue Imaging Center	OR
Marist Catholic High School	OR	Mid Willamette Valley Community Action	OR
Marist High School	OR	MID-COLUMBIA CENTER FOR LIVING	OR
MARYLHURST UNIVERSITY	OR	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
Mastery Learning Institute	OR	Mill City RFPD	OR
Math Learning Center, The	OR	Milton-Freewater Unified School District No 7	OR
McKay High School	OR	Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk	OR
McKenzie Personnel Systems	OR	Mission Increase Foundation	OR
McKenzie River Trust	OR	MITCH CHARTER SCHOOL	OR
MCKENZIE SCHOOL DISTRICT 068	OR	MOLALLA RIVER	OR
MCKENZIEWATERSHED COUNCIL	OR		
McMinnville Adventist Christian School	OR		

ACADEMY		NAMI of Washington County	OR
Molalla River School District	OR	NAMI OREGON	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR	National Christian Community Foundation	OR
Molalla Rural Fire Protection District	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Monet's Children's Circle	OR	NATIONAL PSORIASIS FOUNDATION	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	NATIONAL WILD TURKEY FEDERATION	OR
MONROE SCHOOL DISTRICT NO.1J	OR	Native American Youth and Family Center Early College Academy	OR
monument school	OR	NEAH KAH NIE WATER DISTRICT	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	NEAH-KAH-NIE DISTRICT NO.56	OR
MORRISON CHILD AND FAMILY SERVICES	OR	NEDCO	OR
MORROW COUNTY MORROW COUNTY SCHOOL DISTRICT	OR	Nehalem Bay House	OR
MOSAIC CHURCH	OR	Nehalem Bay Wastewater NEHALEM ELEMENTARY SCHOOL	OR
Mosier Community School	OR	NEIGHBORIMPACT	OR
Mount Angel Abbey	OR	Neskowin Valley School	OR
Mount Pisgah Arboretum	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Mountain Valley Therapy	OR	Netarts Water District	OR
Mountain View Academy	OR	Netarts-Oceanside RFPD	OR
MSB	OR	Network Charter School	OR
Mt Emily Safe Center	OR	New Artists Performing Arts Productions, Inc.	OR
Mt Hood Hospice	OR	NEW AVENUES FOR YOUTH INC	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	New Hope Christain College	OR
MT. HOOD COMMUNITY COLLEGE	OR	NEW HOPE COMMUNITY CHURCH	OR
MT.SCOTT LEARNING CENTERS	OR	New Horizon Christian School	OR
Muddy Creek Charter School	OR	New Life Baptist Church	OR
MULTISENSORY LEARNING ACADEMY	OR	New Life Fellowship Church of God	OR
MULTNOMAH BIBLE COLLEGE	OR	NEWBERG FRIENDS CHURCH	OR
MULTNOMAH COUNTY	OR	Nez Perce Tribe	OR
Multnomah County Department of Community Justice	OR	NOBEL LEARNING COMMUNITIES	OR
Multnomah County Dept of County Assets	OR	NONPROFIT ASSOCIATION OF OREGON	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	NORCOR Juvenile Detention	OR
MULTNOMAH LAW LIBRARY	OR	Norkenzie Christian Church	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR	NORTH BEND CITY-COOS/URRY HOUSING AUTHORITY	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	NORTH BEND SCHOOL DISTRICT 13	OR
NAMI LANE COUNTY	OR		

NORTH CLACKAMAS SCHOOL DISTRICT	OR	Oak Heights PTC	OR
North Coast Christian Church	OR	Oak Hill School	OR
North Coast Family Fellowship	OR	OAK LODGE WATER DISTRICT	OR
North Douglas County Fire & EMS	OR	OAKLAND SCHOOL DISTRICT 001	OR
North Lake School District 14	OR	Oasis Shelter Home	OR
North Lincoln Fire & Rescue #1	OR	Obsidian Urgent Care, P.C.	OR
NORTH MARION SCHL DIST	OR	Occu Afghanistan Relief Effort	OR
North Pacific District of Foursquare Churches	OR	OCHIN	OR
North Portland Bible College	OR	OEA CHOICE TRUST	OR
North Powder Charter School	OR	OETC	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR	OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	OFFICE OF PUBLIC DEFENSE SERVICES	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR	Office of the Ong Term Care Ombudsman	OR
Northern Wasco County PUD	OR	OFFICE OF THE STATE TREASURER	OR
Northwest Academy	OR	Ohara Catholic School	OR
Northwest Center for Alternatives to Pesticides	OR	OHSU FOUNDATION	OR
NORTHWEST CHRISTIAN COLLEGE	OR	Old Mill Center for Children and Families	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR	Olive Plaza	OR
Northwest Family Services	OR	Oliver P Lent PTA	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	OLIVET BAPTIST CHURCH	OR
Northwest Habitat Institute	OR	OMNIMEDIX INSTITUTE	OR
Northwest Health Foundation	OR	ONTARIO MIDDLE SCHOOL	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR	Ontario School District	OR
Northwest Opening	OR	Ontario School District 8C	OR
Northwest Power and Conservation Council	OR	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	Operation Christmas	OR
NORTHWEST YOUTH CORPS	OR	Opportunity Connections	OR
Northwood Christian Church	OR	Opportunity Foundation of central Oregon	OR
NW POWER POOL	OR	OR INT""L PORT OF COOS BAY	OR
NW REGIONAL ESD- HILLSBORO	OR	Oregoinans for Food & Shelter	OR
NW Sport Fishing	OR	Oregon & Southern Idaho District Council of Laborers""	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	Oregon Air National Guard	OR
		Oregon And Southern Idaho Laborers Employers Training School	OR
		Oregon Army National Guard	OR
		OREGON BALLET	OR
		THEATRE	OR
		OREGON BOARD OF ARCHITECTS	OR

Oregon Board of Chiropractic Examiners	OR	Oregon Jewish Community Foundation	OR
Oregon Board of Massage Therapists	OR	Oregon Jewish Museum and Center for Holocaust Education	OR
Oregon Cascades West Council of Governments	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON CHILD DEVELOPMENT COALITION	OR	Oregon Laborers-Employer Administrative Fund, LLC	OR
Oregon Child Development Coalition (OCDC)	OR	OREGON LIONS SIGHT & HEARING FOUNDATION	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	OREGON LOTTERY	OR
OREGON CITY PUBLIC SCHL	OR	Oregon Lyme Disease Network	OR
Oregon Coast Aquarium, Inc.	OR	OREGON MUSEUM OF SCIENCE AND INDUSTRY	OR
OREGON COAST COMMUNITY ACTION	OR	Oregon Nikkei Endowment	OR
OREGON CORRECTIONS ENTERPRISES	OR	OREGON OFFICE OF ENERGY	OR
OREGON DEATH WITH DIGNITY	OR	OREGON PEDIATRIC SOCIETY	OR
OREGON DEPARTMENT OF EDUCATION	OR	OREGON PROGRESS FORUM	OR
OREGON DEPARTMENT OF FORESTRY	OR	Oregon Psychoanalytic Center	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Oregon Public Broadcasting	OR
OREGON DEPT OF TRANSPORTATION	OR	Oregon Research Institute	OR
OREGON DEPT. OF CORRECTIONS	OR	Oregon Rural Electric Cooperative Association	OR
OREGON DEPT. OF EDUCATION	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
Oregon DEQ	OR	OREGON SCHL BRDS ASSOCIAT	OR
OREGON DONOR PROGRAM	OR	OREGON SCHOOL BOARDS ASSOCIATION	OR
OREGON EDUCATION ASSOCIATION	OR	Oregon Social Learning Center	OR
Oregon Emergency Management	OR	Oregon State Board of Architect Examiners	OR
OREGON ENVIRONMENTAL COUNCIL	OR	OREGON STATE BOARD OF NURSING	OR
Oregon Farm Bureau	OR	Oregon State Credit Union	OR
OREGON FOOD BANK	OR	OREGON STATE DEPT OF CORRECTIONS	OR
Oregon Forest Industries Council	OR	OREGON STATE FAIR	OR
Oregon Forest Resources Institute	OR	Oregon State Fair Council	OR
Oregon Funeral Directors Association	OR	OREGON STATE HOSPITAL	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR	Oregon State Lottery	OR
Oregon Humanities	OR	OREGON STATE POLICE	OR
Oregon Independent Automobile Dealers Association	OR	Oregon State Treasury	OR
Oregon Institute of Technology	OR	Oregon State University	OR
		OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
		OREGON STATE UNIVERSITY BOOKSTORE INC	OR

OREGON SUPPORTED LIVING PROGRAM	OR	PHILOMATH SCHOOL DISTRICT	OR
Oregon Technical Assistance Corporation	OR	PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
OREGON TOURISM COMMISSION	OR	Phoenix-Talent Schools	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR	Pine Eagle Charter School	OR
Oregon Translational Research and Development Insitute	OR	PINE-EAGLE SCHOOL DISTRICT 061	OR
OREGON TRAVEL INFORMATION COUNCIL	OR	PIONEER TELEPHONE COOPERATIVE	OR
OREGON UNIVERSITY SYSTEM	OR	PIP Corps LLC	OR
OSLC COMMUNITY PROGRAMS	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
OSLC COMMUNITY PROGRAMS OCP	OR	PLEASANT HILL SCH DIST #1	OR
OSU Deschutes County Extension Service	OR	PNW. For Puerto Rico Relief	OR
Oswego Lake Country Club	OR	Point West Credit Union	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR	POLK COUNTY	OR
OUR LADY OF THE LAKE SCHOOL	OR	Polk County Fire District No.1	OR
OUR SAVIOR""S LUTHERAN CHURCH	OR	Polk Soil and Water Conservation District	OR
Our United Villages	OR	PORT CITY DEVELOPMENT CENTER	OR
OUTSIDE IN	OR	PORT OF BANDON	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	PORT OF CASCADE LOCKS	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR	Port of Garibaldi	OR
PACIFIC INSTITUTES FOR RESEARCH	OR	Port of Hood River	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR	PORT OF SIUSLAW	OR
pacific u	OR	PORT OF ST HELENS	OR
PACIFIC UNIVERSITY	OR	PORT OF TILLAMOOK BAY	OR
PacificSource Health	OR	Port of Toledo	OR
Pain Society of Oregon	OR	PORT OF UMPQUA	OR
Parenting Now!	OR	Portland Actors Conservatory	OR
Parkinson""s Resources of Oregon	OR	PORTLAND ADVENTIST ACADEMY	OR
Parkrose School District 3	OR	PORTLAND ART MUSEUM	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR	PORTLAND BUSINESS ALLIANCE	OR
PDX Wildlife	OR	Portland Christian Center	OR
Peace Lutheran Church	OR	Portland Christian Schools	OR
PENDLETON ACADEMIES	OR	PORTLAND COMMUNITY COLLEGE	OR
Pendleton Police Department	OR	Portland Community Media	OR
PENDLETON SCHOOL DISTRICT #16R	OR	Portland Community Reinvestment Initiatives, Inc.	OR
PENTAGON FEDERAL CREDIT UNION	OR	PORTLAND DEVELOPMENT COMMISSION	OR
		PORTLAND HABILITATION CENTER, INC.	OR
		Portland Japanese Garden	OR

PORTLAND JEWISH ACADEMY	OR	REDMOND PROFICIENCY ACADEMY	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	REDMOND SCHOOL DISTRICT	OR
PORTLAND OIC	OR	REED COLLEGE	OR
Portland Oregon Visitors Association	OR	REEDSPORT SCHOOL DISTRICT	OR
Portland Parks Foundation	OR	REGIONAL ARTS AND CULTURE COUNCIL	OR
Portland Police Sunshine Division	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
PORTLAND PUBLIC SCHOOLS	OR	RELEVANT LIFE CHURCH	OR
PORTLAND SCHOOLS FOUNDATION	OR	Reliance eHealth Collaborative	OR
PORTLAND STATE UNIV.	OR	Relief Nursery	OR
PORTLAND WOMENS CRISIS LINE	OR	RENEWABLE NORTHWEST PROJECT	OR
Portland Yacht Club	OR	Resource Connections of Oregon	OR
Portland YouthBuilders	OR	Reynolds High School	OR
Prairie Baptist Church	OR	REYNOLDS SCHOOL DISTRICT	OR
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	OR	Riddle School District	OR
Prince of Peace Lutheran Church & School	OR	Ride Connecton	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR	Risen Records	OR
Procurement Services/DAS PROFESSIONAL GLOBAL EXCHANGE INC.	OR	River Network	OR
Prospect School District	OR	Riverdale School District 51J	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR	RIVERGROVE WATER DISTRICT	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR	Rockwood Water P.U.D.	OR
QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.	OR	ROCKWOOD WATER PEOPLE""S UTILITY DISTRICT	OR
QUEEN OF PEACE SCHOOL	OR	ROGUE COMMUNITY COLLEGE	OR
Rainbow Water District	OR	ROGUE FEDERAL CREDIT UNION	OR
Rainier Assembly of God	OR	Rogue River Fire District	OR
RAINIER POLICE DEPARTMENT	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
RAINIER SCHOOL DISTRICT	OR	Rogue River Watershed Council	OR
RB Pamplin Corportaion	OR	Rogue Valley Humane Society	OR
Real Life Christian Church	OR	Rogue Valley Youth Football	OR
REALMS CHARTER SCHOOL	OR	Rolling Hills Baptist Church	OR
REBUILDING TOGETHER - PORTLAND INC.	OR	Rolling Hills Community Church	OR
Redeemer Lutheran Church	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
REDMOND FIRE & RESCUE	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
		Rose Haven	OR
		ROSE VILLA, INC.	OR
		ROSEBURG PUBLIC	OR

SCHOOLS		SCIENCEWORKS	OR
Rural Development Initiatives	OR	ScienceWorks Museum	OR
Sabin-Schellenberg Technical Center	OR	Scio High School	OR
Sacred Heart Catholic Church	OR	Scottish Rite	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	SE WORKS	OR
Sacred Heart-St Louis Parish	OR	Seal Rock Water District	OR
Safe Harbors	OR	Seaside Fire & Rescue	OR
SafeHaven Humane Society	OR	Seaside Public Library	OR
SAIF CORPORATION	OR	SEASIDE SCHOOL DISTRICT 10	OR
SAINT ANDREW NATIVITY SCHOOL	OR	SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
SAINT CATHERINE OF SIENA CHURCH	OR	SEED OF FAITH MINISTRIES	OR
SAINT JAMES CATHOLIC CHURCH	OR	SEIU Local 49	OR
Salem Academy	OR	SEIU LOCAL 503, OPEU	OR
Salem Alliance Church	OR	SELCO Community Credit Union	OR
SALEM ALLIANCE CHURCH	OR	SELF ENHANCEMENT INC.	OR
Salem Area Chamber of Commerce	OR	SEPTL Southeast Portland Tool Library	OR
SALEM AREA MASS TRANSIT DISTRICT	OR	Serendipity Center Inc	OR
SALEM ELECTRIC	OR	SERENITY LANE	OR
Salem Evangelical Church	OR	Serenity Lane Health Services	OR
Salem First Presbyterian Church	OR	Seven Feathers Casino	OR
SALEM FREE CLINICS	OR	SEVEN PEAKS SCHOOL	OR
Salem keizar school district	OR	SEXUAL ASSAULT RESOURCE CENTER	OR
Salem Keizer School District Purchasing	OR	Sexual Assault Support Services	OR
Salem-Keizer 24J	OR	Shangri La	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	Shangri-La	OR
SALMON-SAFE INC.	OR	SHELTERCARE	OR
Samaritan Health Services Inc.	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
San Martin Deporres Catholic Church	OR	Sheridan School District 48J	OR
SANDY FIRE DISTRICT NO. 72	OR	SHERMAN COUNTY SHERMAN COUNTY SCHOOL DISTRICT	OR
Sandy Seventh-day Adventist Church	OR	SHERMAN DEVELOPMENT LEAGUE, INC.	OR
Santiam Assembly of God	OR	Sherwood Community Friends Church	OR
SANTIAM CANYON COMMUNICATION CENTER	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
Santiam Canyon SD 129J	OR	SILVER FALLS SCHOOL DISTRICT	OR
SANTIAM CHRISTIAN SCHOOLS	OR	SILVERTON AREA COMMUNITY AID	OR
Scappoose Adventist School	OR	Silverton Fire District	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	Silverton Senior Center	OR

SISKIYOU INITIATIVE	OR	SPIRIT WIRELESS	OR
Siuslaw Public Library District	OR	SPONSORS, INC.	OR
SIUSLAW SCHOOL DISTRICT	OR	SPOTLIGHT THEATRE OF PLEASANT HILL	OR
Siuslaw School District - Transportation	OR	Springfield Public Library	OR
SMART	OR	Springfield Public Schools	OR
Smith Memorial Presbyterian Church	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR	SPRINGFIELD UTILITY BOARD	OR
Society of American Foresters	OR	Sprinkfield Elks #2145	OR
Solutins Yes	OR	Spruce Villa, Inc.	OR
SONRISE CHURCH	OR	St Andrews Presbyterian	OR
Soroptimist International of Gold Beach, OR	OR	St Frederic Catholic Church	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	St Helens School District	OR
SOUTH COAST HOSPICE, INC.	OR	ST HENRYS CHURCH	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR	St John Fisher Catholic Church Portland Oregon	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	St John the Baptist Greek Orthodox Church	OR
South Salem High Music Boosters	OR	St Mark Presbyterian Church	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	St Mary's Catholic School and Parish	OR
Southeast Uplift Neighborhood Coalition	OR	St Paul Baptist Church	OR
Southern Coos Hospital	OR	St Paul Catholic Church	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	St Paul Parish School	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR	ST VINCENT DE PAUL	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	ST. ANTHONY CHURCH	OR
Southern Oregon Project Hope	OR	ST. ANTHONY SCHOOL	OR
SOUTHERN OREGON UNIVERSITY	OR	St. Elizabeth Ann Seton Church	OR
SOUTHWEST CHARTER SCHOOL	OR	St. Helens, City of	OR
Southwest Christian School	OR	St. Joseph Shelter	OR
Southwest Neighborhoods, Inc	OR	St. Katherine's Catholic Church	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR	St. Luke Catholic School	OR
Southwestern Oregon Public Defender Services, Inc.	OR	St. Martins Episcopal church	OR
SPARC ENTERPRISES	OR	St. Mary Catholic School	OR
SPECIAL MOBILITY SERVICES	OR	St. Mary School	OR
Sphere MD	OR	St. Mary's Church	OR
		St. Mary's Episcopal Church	OR
		ST. MARYS OF MEDFORD, INC.	OR
		St. Matthew Catholic School	OR
		St. Paul School District	OR
		St. Peter Catholic Church	OR
		St. Pius X School	OR
		St. Stephen's Academy	OR
		St. Therese Parish/School	OR

St. Vincent de Paul Church	OR	THE CATLIN GABEL	
ST. VINCENT DEPAUL OF		SCHOOL	OR
LANE COUNTY	OR	The Christian Church of	
STAND FOR CHILDREN	OR	Hillsboro Oregonb	OR
STANFIELD SCHOOL		The Church of Christ of Latter	
DISTRICT	OR	Day Saints	OR
STAR OF HOPE ACTIVITY		THE CITY OF NEWPORT	OR
CENTER INC.	OR	The Collins Foundation	OR
State Accident Insurance Fund		The Dalles Art Association	
Corporation	OR	The Dreaming Zebra	OR
STATE OF OREGON	OR	Foundation	OR
State of Oregon - Department		THE EARLY EDUCATION	
of Administrative Services	OR	PROGRAM, INC.	OR
STAYTON FIRE DISTRICT	OR	The Emerson School	OR
Stone Creek Christian Church	OR	The Followers of Christ Church	
Store to Door	OR	of Oregon City	OR
Street Ministry	OR	The Housing Authority of the	
Summa Institute	OR	County of Umatilla	OR
SUMMIT VIEW COVENANT		The Inn Home for Boys,	
CHURCH	OR	Inc.9138	OR
Sunny Wolf Charter School	OR	The International School	OR
SUNNYSIDE FOURSQUARE		The Klamath Tribe	OR
CHURCH	OR	The Lighthouse School	OR
SUNRISE ENTERPRISES	OR	The Madeleine Parish	OR
Sunrise Water	OR	THE MILL CASINO	OR
sunrise water authority	OR	THE NATIONAL	
Sunset Presbyterian Church	OR	ASSOCIATION OF CREDIT	
	OR	MANAGEMENT-OREGON,	
	OR	INC.	OR
		The Nature Conservancy,	
SUSTAINABLE	OR	Willamette Valley Field Office	OR
NORTHWEST	OR	THE NEWPORT PARK AND	
Sutherlin School District	OR	RECREATION CENTER	OR
SW Community Health Center	OR	THE NEXT DOOR	OR
SWEET HOME SCHOOL		THE OREGON COMMUNITY	
DISTRICT NO.55	OR	FOUNDATION	OR
Sweet Home United Methodist		THE PORT OF PORTLAND	
Church	OR	The Ross Ragland Theater and	
TAKE III OUTREACH	OR	Cultural Center	OR
Tamarack Aquatic Center	OR	THE SALVATION ARMY -	
Teacher Standards and		CASCADE DIVISION	OR
Pracitices Commission	OR	The Spiral Gallery	OR
Temple Beth Israel	OR	The Sunriver Owners	
TENAS ILLAHEE		Association	OR
CHILDCARE CENTER	OR	The Tucker-Maxon Oral School	OR
Teras Interventions and		The Wallace Medical Concern	
Counseling Inc	OR	THREE RIVERS CASINO	OR
The Alliance NW of the		Three Rivers School District	
Christian & Missionary	OR	TIGARD-TUALATIN	
Alliance		SCHOOL DISTRICT	OR
The ALS Association Oregon		Tilikum Center for Retreats and	
and SW Washington Chapter	OR	Outdoor Ministries	OR
The Blosser Center for		TILLAMOOK BAY	
Dyslexia Resources	OR	COMMUNITY COLLEGE	OR
The Canby Center	OR		

TILLAMOOK CNTY	OR	TUALATIN VALLEY FIRE & RESCUE	OR
TILLAMOOK CNTY			
WOMENS CRISIS CENTER	OR	Tualatin Valley Water District	OR
Tillamook County Emergency Communications District	OR	TUALATIN VALLEY WATER DISTRICT	OR
Tillamook County Transportation Dist	OR	Tuality Healthcare	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR	Turtle Ridge Wildlife Center	OR
Tillamook Fire District	OR	UIUC	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	Ukiah School District 80R	OR
Tillamook School District	OR	UMATILLA COUNTY, OREGON	OR
Tillamook Seventh Day Adventist Church	OR	Umatilla Electric Cooperative	OR
Tillamook Urban Renewal Agency	OR	Umpqua Basin Water Association	OR
TLO Farms	OR	UMPQUA COMMUNITY COLLEGE	OR
Tokyo Int'l University of America, Inc	OR	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
Toledo Police Department	OR	Umpqua Community Health Center	OR
TOUCHSTONE PARENT ORGANIZATION	OR	Umpqua Valley Public Defender	OR
Tower Theatre Foundation, Inc	OR	UNION COUNTY	OR
TRAILS CLUB	OR	Union County Economic Development Corp.	OR
Training & Employment TRAINING EMPLOYMENT CONSORTIUM	OR	UNION GOSPEL MISSION	OR
Transition Projects, Inc	OR	Union School District	OR
Travel Lane County	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
Treasure Valley Community College	OR	Unitarian Universalist Church in Eugene	OR
Tri-County Chamber of Commerce Inc	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR	UNITED METHODIST CHURCH	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	United Way of Lane County	OR
Trillium Charter School	OR	UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
TRILLIUM FAMILY SERVICES, INC.	OR	Unithed Way	OR
Trillium Sprigs	OR	Unitus Community Credit Union	OR
TriMet Transit	OR	UNIVERSITY OF OREGON	OR
Trinity Lutheran	OR	University of Oregon - Purchasing and Contracting Services	OR
Trinity United Methodist Church	OR	University Of Oregon Athletics Department	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR	UNIVERSITY OF PORTLAND	OR
Tualatin Lacrosse Club	OR	University of Western States	OR
Tualatin Police Department	OR	Unviersity of Oregon	OR
Tualatin Soil and Water Conservation District	OR	Urban Gleaners	OR
		Urban League of Portland	OR

US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR	Convention	
US FISH AND WILDLIFE SERVICE	OR	West Hills Christian School	OR
USAGENCIES CREDIT UNION	OR	WEST HILLS COMMUNITY CHURCH	OR
USDA Forest Service	OR	West Linn Police	OR
USO Northwest	OR	West Linn Police Department	OR
Vale School District No. 84	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
VALLEY CATHOLIC SCHL Verde	OR	WEST MULTNOMAH SOIL AND WATER	
VERMONT HILLS FAMILY LIFE CENTER	OR	CONSERVATION DISTRICT	OR
VERNONIA SCHOOL DISTRICT 47J	OR	West Salem Foursquare Church	OR
Veterans Affairs	OR	West Salem United Methodist	OR
VFW POST 4248	OR	WEST VALLEY HOUSING AUTHORITY	OR
Victory Academy	OR	Western Arts Alliance	OR
Vietnamese Christian Community Church	OR	Western Environmental Law Center	OR
Viking Sal Senior Center	OR	Western Mennonite School	OR
Village Home Education Resource Center	OR	WESTERN RIVERS CONSERVANCY	OR
Vineyard Christian Fellowship	OR	WESTERN STATES CENTER	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	Western Wood Products Association	OR
VOLUNTEERS OF AMERICA OREGON	OR	WESTSIDE BAPTIST CHURCH	OR
Waldo Middle School	OR	Westside Church of Christ Inc	OR
WALLOWA COUNTY	OR	Wheeler County	OR
Wallowa County ESD	OR	WHITE BIRD CLINIC	OR
Wallowa Future Foundation	OR	WHITEAKER MONTESSORI SCHOOL	OR
Wallowa Valley Center For Wellness	OR	Wilco Farmers	OR
WARNERPACIFIC COLG	OR	Wild Lilac Child Development Community	OR
Warrenton Hammond School	OR	Wild Rogue Youth Foundation, Inc.	OR
WASCO COUNTY	OR	WILD SALMON CENTER	OR
WASHINGTON COUNTY	OR	WILLAMALANE PARK AND RECREATION	
Washington County	OR	DISTRICT	OR
Consolidated Communications Agency	OR	Willamette Carpenters Training Center, Inc	OR
Washington County Facilities & Park Services	OR	WILLAMETTE EDUCATION SERVICE DISTRICT	OR
Washington Park	OR	WILLAMETTE FAMILY	OR
Transportation Management Association	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
Waste-Pro	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
WATER ENVIRONMENT SERVICES	OR	Willamette Neighborhood Housing Services	OR
WE CARE OREGON	OR	WILLAMETTE UNIVERSITY	OR
West Coast Haunters	OR	Willamette Valley Babe Ruth	OR

Willamette Valley Baptist Church	OR	Yamhill Carlton School District	OR
Willamette Valley Rehab Center	OR	Yamhill Community Care Organization	OR
WILLAMETTE VIEW INC.	OR	YAMHILL COUNTY	OR
WILLAMINA SCHOOL DISTRICT	OR	Yankton Baptist Church	OR
Winding Waters Medical Clinic	OR	Yellowhawk Tribal Health	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR	Yellowhawk Tribal Health Center	OR
WINTERSPRING CENTER	OR	YMCA OF ASHLAND	OR
Women's Safety & Resource Center	OR	YMCA of Marion and Polk Counties	OR
WOMENSPACE INC	OR	YONCALLA SCHOOL DISTRICT NO.32	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
Woodburn City Of	OR	Youth Dynamics	OR
WOODBURN SCHOOL DISTRICT 103	OR	YOUTH GUIDANCE ASSOC.	OR
WORD OF LIFE COMMUNITY CHURCH	OR	Youth M.O.V.E. Oregon	OR
WORKSYSTEMS INC	OR	YWCA SALEM	OR
World Forestry Center	OR	Zion Lutheran Church	OR
World of Speed	OR		

8. FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the

terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

9. COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

10. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.



ADDITIONAL INFORMATION





Kronos Terms and Conditions Contract



**KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES
(092018)**

KRONOS TERMS

A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS INCORPORATED, AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

- SECTION A:** [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.
- SECTION B:** TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES. This Section apply for all transactions except Workforce Ready and the Workforce Central SaaS offering (not including the professional and educational services governed by this Section).
- SECTION C:** [CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS](#) . This Section applies only for transactions that involve Kronos hosting for Software licensed under Section B and identified as CLOUD. For renewal of the Cloud Services only.
- SECTION D:** [KRONOS WORKFORCE CENTRAL SAAS TERMS AND CONDITIONS](#). This Section applies only for Workforce Central transactions in a SaaS environment (except for the related professional and educational services see Section B)
- SECTION E:** [KRONOS ADDENDUM VOXEO PROPHECY SERVICES](#). This Section applies to the Voxeo Prophecy services.
- SECTION F:** [KRONOS HEALTHCARE EXTENSION WITH THE WORKFORCE CENTRAL SAAS](#). This section applies to the Healthcare Extension ordered with the Workforce Central SaaS.
- SECTION G:** [KRONOS HEALTHCARE EXTENTION WITH THE APPLICATION HOSTING](#). This section applies to the Healthcare extension ordered with the Kronos Application Cloud services.
- SECTION H:** [BUSINESS ASSOCIATED AGREEMENT](#). This Section applies with the services ordered under Sections G, H and K.
- SECTION I:** [CLOUD SERVICES FOR EXTENSION APPLICATION](#). This Section applies with the Sections G and H.
- SECTION J:** [CLIENT PARTNERSHIP SERVICES](#). This Section applies to the client Partnership services ordered by Healthcare Customers.
- SECTION K:** [KRONOS WORKFORCE DIMENTIONS TERMS AND CONDITIONS](#). This section applies to the Worforce Dimension Services ordered by Customers.

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by Kronos Incorporated ("Kronos") from an eligible Participating Public Agency ("Customer") for all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition, the following sections apply for the specific offering referenced:

- (i) Section B shall apply to the Software licenses and purchased Equipment, support services, and professional and educational services,
- (ii) Section C shall apply to the Hosting Services purchased in connection with certain Software licensed under Section B,
- (iii) Section D shall apply to the Workforce Central Saas Orders;
- (iv) Section E shall apply to Voxeo Prophecy ordered to Kronos;
- (v) Section F shall apply to the Kronos Healthcare Extension order;
- (vi) Section G shall apply to the Healthcare Extension ordered with the Kronos Application Cloud services;
- (vii) Section H shall apply with the services ordered under Sections F, G and J.;
- (viii) Section I shall apply with the Sections F and G.
- (ix) Section J shall apply to the client Partnership services ordered by Healthcare Customers.
- (x) Section K shall apply to the Workforce Dimension orders.

All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

This Agreement shall be governed by the state law in which Customer is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain Kronos prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services or other charges hereunder,

including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on Kronos net income or business privilege.

6. TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all pre-approved, reasonable and necessary travel incurred by Kronos in the performance of its obligations under this Agreement, provided that such travel complies with the then current Kronos Travel and Expense Policies (such policies are available upon request) or such other policies mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos in the performance of its obligations under this Agreement provided such expenses comply with the applicable policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

7. GENERAL

(a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

(b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

(c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES,
AND EDUCATIONAL AND PROFESSIONAL SERVICES

This Section B applies to Software licensed, Equipment purchased, support services for Software and Equipment, and educational and professional services, when such items are identified on the Order which expressly references this Agreement.

1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered.

2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Section B.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section B. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications"). The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

8. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with requirements of federal and state law where applicable. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

9. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis and described in a statement of work. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

(b) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's remedy and Kronos' liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(c) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

10. SOFTWARE SUPPORT SERVICES

The following terms and conditions shall govern the Software support services provided by Kronos to Customer.

10.1 SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

10.2 TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service may be renewed for additional one (1) year terms on the anniversary date of its commencement date by mutual written agreement of the parties or by Kronos sending Customer an invoice for the applicable renewal term and Customer paying such invoice prior the commencement of such renewal term. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

10.3 GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' pricing set forth in this Agreement.

(ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.

(iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Section B at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software.

10.5 PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice

10.6 ADDITION OF SOFTWARE

Additional Software purchased by Customer as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to the Support Services at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition as per the Order.

10.7 RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

10.8 DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

10.9 WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

11. EQUIPMENT SUPPORT SERVICES

The following terms and conditions shall govern the equipment support services provided by Kronos to Customer. Kronos and Customer hereby agree that Kronos shall provide depot equipment repair support services ("Depot Support Services") for Customer's Kronos Equipment ("Product(s)") specified on an Order Form to and from locations within the United States and Puerto Rico pursuant to the following terms and conditions:

11.1 TERM

Equipment Support Services for the Product(s) have a term of one (1) year commencing upon the expiration of the applicable warranty period, as specified in this Section B . Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date") by mutual written agreement of the parties or by Kronos sending Customer an invoice for the applicable renewal term and Customer paying such invoice prior the commencement of such renewal term. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee to the extent consistent with the pricing set forth under the Agreement.

11.2 PAYMENT

Customer agrees to pay the Support Charges for the initial term as set forth on the Order Form for each Product listed. Customer agrees that all Products of the same type that are owned by the Customer, including without limitation Customer's "Spare Products" (as defined below), will be subject to this Agreement. Customer agrees that if Customer purchases, during the term of this Agreement, any Products of the same type as those specified on an Order Form, such additional Products shall be subject to this Agreement. Customer agrees to pay a prorated fee for such additional Products and agrees to pay the full annual fee for such additional Products, upon the renewal date.

Kronos will invoice Customer for the annual Support Charges each year in advance of the Renewal Date. Customer will pay Kronos within thirty (30) days of receipt of invoice.

11.3 DEPOT SUPPORT SERVICE DESCRIPTION

Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and can be found at <https://customer.kronos.com/contact/contact-phone.aspx> and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (b) below) are included in both Depot Exchange and Depot Repair Support Services.

(i) *Depot Exchange*: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(ii) *Depot Repair*: Upon failure of installed Equipment, Customer shall install a Spare Product to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Kronos shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. Kronos shall ship the repaired Equipment by regular surface transportation to Customer. Kronos warrants that all repairs performed under the Agreement shall be performed in a professional and competent manner. In the event of a breach of this warranty, the exclusive remedy of Customer and sole liability of Kronos shall be replacement of the repaired Equipment.

11.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION

If Customer purchase the Equipment service packs support, Kronos manufactured terminals specified on an Order, Customer shall be entitled to receive:

- (i) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and
- (ii) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos.

Kronos warrants that all service packs and firmware updates provided under this Agreement shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

11.5 RESPONSIBILITIES OF CUSTOMER

Customer agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Customer. In addition, Customer agrees to:

- (a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;
- (b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- (c) Ensure that the Product(s) are returned to Kronos properly packaged; and
- (d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Product authorized by Kronos when issuing the RMA.

11.6 SUPPORT EXCLUSIONS

Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

- (a) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- (b) Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- (c) Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- (d) Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- (e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- (f) Customer's repair, attempted repair or modification of the Products.

Professional services provided by Kronos in connection with the installation of any Software or firmware upgrades, if available, and if requested by Customer, are not covered by Depot Support Services. Firmware (including equipment service packs) which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Customer is maintaining the Product under an annual Depot Support Services plan with Kronos.

11.7 WARRANTY

(a) Depot Repair and Exchange warranty: Kronos warrants that all repairs performed under this Section B shall be performed in a professional and competent manner.

(b) Services Pack support Warranty: Kronos warrants that all service packs and firmware updates provided under this Section B shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

11.8 LIMITATION OF REMEDIES

To the extent permitted by law, the remedy of Customer and liability of Kronos shall be replacement of the repaired Product.

12. KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

13. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled.

14. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.kronos.com> and each session has the Training Points value indicated. Training Points are invoiced when used by the Customer. Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

Term of Subscription: The annual KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

The KnowledgePass Subscription is available when the Customer subscribes on an annual basis.

Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

17. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR i) KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; (II) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY'S EMPLOYEES, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

18. TERMINATION OF ORDER FORM OR SOW

(a) Termination for breach. For any breach of this Agreement by Kronos in relation with that Customer which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this the Order Form or applicable SOW upon thirty (30) days prior written notice to Kronos, provided Kronos has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity subject to the terms of this Agreement.

(b) Termination for non-appropriation of funds. Should the funding for the services ordered by Customer be discontinued, Customer shall have the right to terminate the Order Form relating to such services ordered upon a 30 days written advance notice to Kronos. In such event, the Customer agrees to pay for the products delivered and the services performed under the terms of the Agreement prior to the receipt by Kronos of the termination notice.

**SECTION C
CLOUD APPLICATION HOSTING
SUPPLEMENTAL TERMS AND CONDITIONS**

These terms and conditions apply to the cloud services which are identified in the Pricing as the Cloud in the Pricelist Name.

These Application Hosting Supplemental Terms and Conditions are applicable for hosting services ordered by Customer for Kronos Software licensed under Section B of this Agreement.

1. DEFINITIONS

“**Acceptable Use Policy**” means the Kronos policy describing prohibited uses of the Cloud Services as further described at: <https://www.kronos.com/policies/acceptable-use>

“**Application(s)**” means those Kronos software applications set forth on the applicable Order Form (or a schedule to the Order Form if Customer is only hosting a portion of the Applications for which Customer has a perpetual license) and which are made accessible to Customer for use in the Kronos Private Cloud under the terms of this Section C.

“**Billing Start Date**” means the date on which billing for the Cloud Services will commence, as indicated on the Order Form.

“**Cloud Services**” means access to the password protected customer area of the Kronos Private Cloud and those services related thereto, all as further described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

“**Customer Content**” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Kronos Private Cloud.

“**Initial Term**” means the initial billing term of the Cloud Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Cloud Services prior to the commencement of the Initial Term.

“**Monthly Services Fee(s)**” means the monthly fees described in the applicable Order Form.

“**Order Form**” means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos, including without limitation the prices and fees to be paid by Customer.

“**Personally Identifiable Data**” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“**Production Environment**” means the environment established for Customer's daily use of the Applications in a live environment throughout the Term.

“**Renewal Term**” means the renewal billing term of the Cloud Services as indicated on the Order Form.

“**SLA(s)**” means a service level agreement offered by Kronos for the Production Environment and attached to this Section C as **Exhibit A** which contains key service level standards and commitments that apply to the Kronos Private Cloud.

“**SLA Credit**” means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages or interruptions in the delivery of the Cloud Services that result in a failure to meet the terms of the applicable SLA.

“**Supplier**” means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Cloud Services. Kronos may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Cloud Services delivered by Kronos under this Agreement.

“**Temporary Environment**” means a transient, non-production environment created to serve limited purposes for a limited time period, and identified on the applicable Order Form as a Temporary Environment.

“**Term**” means the Initial Term and any Renewal Terms.

2. CLOUD SERVICES AND TERM

2.1 During the Term, Kronos will provide the Cloud Services for the Applications. Unless the Order Form indicates that the Applications are to be implemented in a Temporary Environment, the Applications will be deemed to be implemented in a Production Environment.

2.2 Billing for the Cloud Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Cloud Services shall automatically renew for an additional Renewal Term until either party provides notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Term.

2.3 Kronos may suspend or terminate the Cloud Services upon notice in the event of any breach by Customer of this Section C if such breach is not cured within thirty (30) days of the date of Kronos' written notice. No interruption shall be deemed to have occurred during, and no credits shall be owed for, any authorized suspension of the Cloud Services.

2.4 Customer may terminate the Cloud Services by written notice at any time during the term of the Section C if Kronos materially breaches any provision of this Section C, and such default is not cured within thirty (30) days after receipt of written notice from Customer. In the event of such termination by Customer, Customer shall pay Kronos within thirty (30) days all fees then due and owing for the Cloud Services prior to the date of termination.

2.5 Customer may terminate any or all of the Cloud Services for convenience on no less than ninety (90) days prior written notice to Kronos. In the event of termination of any of the Cloud Services by Customer for convenience or by Kronos for cause during the Initial Term, Customer will pay to Kronos any out of pocket expenses incurred by Kronos in terminating the Cloud Services plus an early termination fee based on the following calculation: one (1) month of the then-current Monthly Services Fees for every twelve (12) month period (or portion thereof) remaining in the Initial Term. By way of example only, if Customer terminates the Cloud Services for convenience with fifteen (15) months remaining in the Initial Term, Customer will be responsible to pay Kronos two (2) months of the then-current Monthly Services Fees.

2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.

2.7 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

3. CLOUD SERVICES, FEES AND PAYMENT

3.1 In consideration of the delivery of the Cloud Services, Customer shall pay Kronos the Monthly Services Fee for such Cloud Services as defined in the applicable Order Form. The Monthly Services Fee shall commence on the Billing Start Date and will be invoiced on the "Billing Frequency" indicated on the Order Form. When billed annually in advance, Kronos will invoice Customer an amount equal to twelve (12) months of the Monthly Services Fees for the Cloud Services annually in advance for each year during the Term commencing on the Billing Start Date. The Billing Start Date for the Monthly Service Fees for any Cloud Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Cloud Services shall be the date the applicable Order Form is executed by Kronos and Customer.

3.2 All fees payable for the Cloud Services shall be sent to the attention of Kronos as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Cloud Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege. Customer may be required to purchase additional Cloud Services to address infrastructure requirements as released by Kronos for a new version of a particular Application.

3.3 If any amount owing under this or any other agreement for Cloud Services is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Cloud Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Cloud Services.

3.4 At the commencement of each Renewal Term, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the invoice following the effective date of such increase without additional notice. Customer may be required to purchase additional Cloud Services to address increased infrastructure requirements for a new version of a particular Application as released by Kronos. Any additional Cloud Services will be set forth on an Order Form to be mutually agreed upon by Customer and Kronos.

4. ACCEPTABLE USE

4.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Cloud Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Cloud Services.

4.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Cloud Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.

4.3 Customer will not (a) use, or allow the use of, the Cloud Services in contravention of the Acceptable Use Policy.

4.4 Kronos may suspend the Cloud Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

5. MAINTENANCE

Monthly Service Fees are in addition to the fees Customer pays for annual maintenance and support under the License Agreement. Customer must maintain the Software under an active maintenance plan with Kronos throughout the Term. If Kronos, its Suppliers,

or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair access to the Kronos Private Cloud, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary.

6. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Cloud Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

7. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Kronos Private Cloud (including any and all related hardware, software, third party services and related equipment and components required for access); and (b) provide Kronos and Kronos' representatives with physical or remote access to Customer's computer and network environment as mutually agreed upon may be reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

8. indemnification

8.1 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that: (a) employment-related claims arising out of Customer's configuration of the Cloud Services; (b) Customer's modification or combination of the Cloud Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

8.2 The Kronos Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

9. SERVICE LEVEL AGREEMENT

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE CLOUD SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

10. LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE LICENSE AGREEMENT, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL CLOUD SERVICES (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

11. DATA SECURITY

11.1 As part of the Cloud Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to

Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Cloud Services and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Cloud Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

EXHIBIT A OF SECTION C

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Applications, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Cloud Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Cloud Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

1. Customer will choose one of the following time zones for their Maintenance Period:
 - a. United States Eastern Standard Time,
 - b. GMT/UTC,
 - c. Central European Time (CET) or
 - d. Australian Eastern Standard Time (AEST).
2. Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
3. Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
4. Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
5. Excluding any customer requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.

6. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and Kronos.
7. In absence of instruction from Customer, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

Kronos anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Cloud Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Customer must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Cloud Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Cloud Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION D
KRONOS WORKFORCE CENTRAL - SOFTWARE AS A SERVICE (SAAS) TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section D shall apply to the Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

1. DEFINITIONS

"Acceptable Use Policy" means the Kronos policy describing prohibited uses of the Services as further described at: <https://www.kronos.com/policies/acceptable-use>

"Agreement" means the terms and conditions of Section D and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Cloud Services" means those services related to Customer's cloud environment as further described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services or Applications.

"Equipment" means the Kronos equipment specified on an Order Form.

"Implementation Services" means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as "a la carte" services (supplemental fixed fee, fixed scope services) or "bill as you go" services (time and material services described in a Statement of Work), Kronos will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: www.kronos.com/products/workforce-central-saas/implementation-guidelines.aspx Implementation Services may also be provided as set forth in Section B.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"KnowledgePass Content"/"KnowledgePass Education Subscription" have the meanings ascribed in Section 7.5.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Statement of Work", "SOW", "Services Scope Statement" and "SSS" are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Kronos and Customer and set forth as "bill as you go" services on the Order Form.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

"Training Points" has the meaning ascribed to it in Section 7.6 below.

2. TERM

2.1 Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew each year for an additional Renewal Term until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon sixty (60) days prior written notice subject to Customer's payment of the Minimum Contract Value. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for Services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

(c) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Kronos offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). If Customer and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If Kronos is providing Implementation Services in accordance with the Services Implementation Guideline or as "a la carte" services on the Order Form, Kronos will invoice Customer for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other Kronos offerings will be invoiced upon execution of the applicable Order Form by Kronos and Customer. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. All payments shall be sent to the attention of Kronos as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

3.3 At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at http://www.redhat.com/licenses/jboss_eula.html. Customer acknowledges that execution of separate third party agreements may be required in order for Customer to use certain add-on features or functionality, including without limitation tax filing services.

4.2 Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees or users, as the case may be. Customer may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder.

4.3 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.5 When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Customer of any professional obligation concerning the preparation and review of any reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy.

5.4 Kronos may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation Services. Kronos will provide the Implementation Services to Customer. Implementation Services described in a SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a fixed fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, Kronos will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kronos will be billed as delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and work flows that Kronos obtains from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that Kronos is required to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos in accordance with the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request. Kronos shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.

7.2 Additional Services. Customer may engage Kronos to provide other services which may be fixed by activity ("a la carte") or provided on a time and materials basis ("bill as you go") as indicated on the applicable Order Form.

7.3 Support. Kronos will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the Kronos Customer Portal. As part of such support, Kronos will make updates to the Services available to Customer at no charge as such updates are released generally to Kronos' customers. Customer agrees that Kronos may install critical security patches and infrastructure updates automatically as part of the Services. Kronos' then-current Support Services Policies shall apply to all Support Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

7.4 Support Services for Equipment. Provided Customer has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

(a) Customer may select, as indicated on an Order Form, an Equipment Support Services option offered by the local Kronos entity responsible for supporting the Equipment if and as such offerings are available within the Kronos territory corresponding to the Equipment's location. Kronos shall provide each Equipment Support Services offering as specified herein.

(i) **Depot Exchange and Depot Repair.** If Customer has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

Depot Exchange: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

Depot Repair: Upon failure of installed Equipment, Customer shall install a Spare Product (as defined below) to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Kronos shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. Kronos shall ship the repaired Equipment by regular surface transportation to Customer.

(ii) **Device Software Updates Only.** If Customer has selected Device Software Equipment Support Services, Customer shall be entitled to receive:

(A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal. Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos.; and
(B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) **Warranty.** Kronos warrants that all service packs and firmware updates provided under this Agreement shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

(c) **Responsibilities of Customer.** It is Customer's responsibility to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Customer to replace failed Equipment at Customer's locations in order for Customer to continue its operations while repairs are being performed and replacement Equipment is being shipped to Customer. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Customer agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to Customer. In addition, Customer agrees to:

(i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;
(ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;
(iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;
(iv) Ensure that the Equipment is returned to Kronos properly packaged; and

(v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Equipment authorized by Kronos when issuing the RMA.

(d) **Delivery.** All domestic shipments within the United States are FOB Destination to/from Customer and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments from Kronos to Customer are DAP (Incoterms 2010) to the applicable Customer location, and are DDP (Incoterms 2010) to the applicable Kronos Depot Repair Center when Customer is shipping to Kronos. Customer is responsible for all duties and taxes when sending Equipment to Kronos.

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is purchased on an Order Form, Kronos will provide Customer with the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Kronos (the "KnowledgePass Content"). Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *.pdf form solely for Customer's internal use. Customer may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of training kits solely for Customer's internal use.

7.6 Training Points. "Training Points" which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Training Points may be redeemed only during the Term at any time no more than twelve (12) months after the date of the applicable Order Form, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other Kronos products or services.

7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: www.kronos.com/products/workforce-central-saas/training-guidelines.aspx Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

7.8 Technical Account Manager. Customers purchasing a Kronos Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos training for the Applications covered under this Agreement at Customer's expense.

8. Customer content

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

9.1 Rented Equipment. The following terms apply only to Equipment Customer rents from Kronos:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 Purchased Equipment. The following terms apply only to Equipment Customer purchases from Kronos:

- a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
- b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit D-1 and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE or INTERRUPTION OF the SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF the APPLICABLE service level agreement, SHALL BE THE REMEDIES PROVIDED IN exhibit D-1.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the Equipment nor any results to be achieved therefrom.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 Except as specifically provided in this agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the services or by any errors, delays, interruptions in transmission, or failures of the Services.

14.2 Except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the Services in the twelve (12) month period immediately preceding the date in which such claim arises.

14.3 except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries, misdeliveries or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage.

14.4 Except with respect to liability arising from Kronos' gross negligence or willful misconduct, Kronos disclaims any and all liability, including without limitation liability related to a breach of data security and confidentiality obligations, resulting from any externally introduced harmful program (including without limitation viruses, trojan horses, and worms), Customer's Content or applications, third party unauthorized access of Equipment, SaaS Applications or systems, or machine error.

EXHIBIT D-1

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"**Outage**" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"**Excluded Event**" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"**Maintenance Period**" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

- Customer will choose one of the following time zones for their Maintenance Period:
 - United States Eastern Standard Time,
 - GMT/UTC,
 - Central European Time (CET) or
 - Australian Eastern Standard Time (AEST).
- Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
- Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
- Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
- Excluding any customer requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.
- Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and Kronos.

7. In absence of instruction from Customer, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

Kronos anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

Kronos will provide Customer with an Application Availability report on a monthly basis for each prior calendar month. Within sixty (60) days of receipt of such report, Customer must request the applicable Service Credit by written notice to Kronos. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION E
KRONOS ADDENDUM
VOXEO PROPHECY SERVICE
(Licensed or User based)

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to the Voxeo Prophecy service ("Voxeo Prophecy"), a service of Aspect Software Inc., which Kronos is authorized to resell. The Voxeo Prophecy service can be ordered either on a licensed basis (in which case Voxeo Prophecy is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Licensed Based") or on a per minute basis ("Usage Based").

Description. Voxeo Prophecy is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Customer may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."

Maintenance.

Voxeo Prophecy maintenance will entitle Customer to Voxeo Prophecy phone support and software updates and shall commence upon Order execution. For Usage Based Voxeo Prophecy, maintenance will be provided at the same level of support as Customer's Workforce TeleStaff product at no additional charge. For Licensed Based Voxeo Prophecy, Customer must purchase maintenance for both Workforce TeleStaff and Voxeo Prophecy, and maintenance for Voxeo Prophecy will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).

Implementation. To initiate and setup administration of the required communications, Kronos will perform the standard implementation of Voxeo Prophecy, including configuration, as described in the Statement of Work ("SOW") signed by the Customer. Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.

Payment. Kronos will invoice Customer for the Voxeo Prophecy implementation/configuration professional services fees set forth in the applicable SOW and Order Form, pursuant to the Agreement and on the payment terms set forth therein. Kronos will invoice Customer as follows: (i) for the license fees and annual maintenance associated with the Licensed Based Voxeo Prophecy as indicated on the Order Form; or (ii) each month in arrears for the Usage Based Voxeo Prophecy usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.13 per minute. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

Customer will pay invoices issued by Kronos hereunder within thirty (30) days of receipt.

Restrictions on Voxeo Prophecy Services; Additional Responsibilities. Customer agrees that Voxeo Prophecy has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Kronos shall have no liability for any delays, failures or unavailability of Voxeo Prophecy due to transmission or other delays, errors or problems beyond Kronos' control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Voxeo Prophecy is subject to the software license terms set forth in the Agreement as well as the Acceptable Use Policy found at: <http://voxeo.com/aup> and Customer agrees that it shall be liable for all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Voxeo Prophecy may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

Voxeo Prophecy Security. The Voxeo Prophecy service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Customer and its employees through Voxeo Prophecy, and ii) all associated data, is found at: <http://voxeo.com/privacy-policy/>, under the heading "Security of Your Personal Information."

Renewal and Termination. The initial Term is twelve months. At the expiration of the initial Term, the Term shall automatically renew on a month-to-month basis until terminated in accordance with the provisions hereof. At any time: (i) Customer may terminate the Voxeo Prophecy service for convenience upon thirty (30) days prior written notice, and (ii) Kronos may terminate the Voxeo Prophecy service for convenience upon one hundred and twenty (120) days prior written notice. Kronos may increase the per minute rate upon renewal with sixty (60) days prior written notice for use based Voxeo Prophecy.

SECTION F
WFC Extensions for Healthcare Terms and Conditions
to
Section D (Workforce Central Software as a Services Terms and Conditions)

This WFC Extensions for Healthcare addendum of supplemental terms and conditions (the "**Section F**") is entered into by and between Kronos and Customer and shall supplement the Agreement. Capitalized terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement.

WHEREAS, Kronos and Customer entered into an agreement governing the provision of Kronos' Workforce Central Software as a Service in Section D offering (the "**SaaS Agreement**") pursuant to which Customer acquires Cloud Services for certain Applications to be used by Customer in the "**Kronos Private Cloud**" or "**KPC**;

WHEREAS, Customer desires to acquire from Kronos the Extensions for Healthcare Application(s) (i.e., Workload Manager for Healthcare; Target Intelligence for Healthcare; and/or Forecast Manager for Healthcare, as such Applications set may be updated from time to time) (collectively, the "**Extension Applications**") to be used and managed in Kronos Private Cloud and in accordance with this Section F Terms and Conditions and Section D, SaaS Agreement;

WHEREAS, Kronos agrees to host and manage the Extension Applications in the Kronos Private Cloud for the benefit of Customer and in accordance with this Section F and the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the parties agree as follows:

Customer and Kronos agree that the terms and conditions set forth herein shall only apply to the Extension Applications in Kronos' Private Cloud, and the services related thereto. The Extension Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos Private Cloud. Notwithstanding any provision in the Agreement or any prior Statement of Work signed by the parties for the Cloud Services to the contrary, the terms and conditions of this Section F shall apply to the Extension Applications hosted by Kronos in the Kronos Private Cloud. In the event of a conflict or inconsistency between the Agreement and this Section F, and only as it pertains to the Extension Applications, the provisions of this Section F shall prevail.

1. DEFINITIONS

"**Agreement**" means the underlying agreement including the SaaS Terms and Conditions set forth in Section D and to which this Section F shall apply.

"**Business Associate Agreement**" or "**BAA**" means the Business Associate Agreement attached hereto as Section H.

"**Client Partnership Services**" means those services provided pursuant to Section 4, below.

"**Cloud Services**" means those services described in Section I, the "Cloud Services for Extension Applications".

"**Encrypt**" or "**Encryption**" means to cryptographically protect data using methods such as symmetric encryption algorithm, asymmetric encryption algorithm or a one-way hashing algorithm.

"**HIPAA**" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

"**PHI**" means Protected Health Information as defined by HIPAA. PHI shall be deemed to be Personally Identifiable Data under the Agreement.

"**Solution**" means the combination and use of the Extension Applications working with the Encryption Gateway Tool.

2. KRONOS CLOUD ENCRYPTION GATEWAY

a. As part of acquiring the Extension Applications pursuant to this Section F, Kronos licenses to Customer the right to use the Kronos Cloud Encryption Gateway tool ("**Encryption Gateway Tool**"). The Encryption Gateway Tool will Encrypt PHI before it is transmitted to the Kronos Private Cloud and it will un-Encrypt the PHI when it is extracted from the Kronos Private Cloud in accordance with the encryption product documentation.

b. Kronos will deliver the Encryption Gateway Tool by giving Customer access to the secure Customer portal and such tool shall be available for download and to be installed by Customer, on Customer's server and behind its firewall at its location. The Encryption Gateway Tool will at all times be under Customer's control and Customer shall install updates to the Encryption Gateway Tool, when such updates are made available by Kronos. The Encryption Gateway Tool is licensed to Customer concurrently with the Extension Application(s) and upon termination or expiration of the Extension Application(s), Customer's right to use the Encryption Gateway Tool shall also terminate. Customer agrees to uninstall the Encryption Gateway Tool upon termination of Customer's right to use of the Extension Applications.

- c. As part of the Services for the Extension Applications, Customer is entitled to receive the Support Services detailed in Section D.
- d. The Application Availability SLA of the Agreement shall not apply to the Encryption Gateway Tool which is installed on Customer's server at Customer's control.

3. CUSTOMER RESPONSIBILITIES

Customer agrees to:

- a. install, maintain and use the Encryption Gateway Tool as part of the cloud hosting services for the Extension Applications in accordance with the product documentation. Customer acknowledges that its failure to immediately apply updates to the Encryption Gateway Tool when such updates become available may: (i) compromise the security of Customer Content, including, Personally Identifiable Data and PHI; and (ii) result in incompatibility between the Healthcare Extensions and the Encryption Gateway Tool, which could cause failures in Encrypting and un-Encrypting data, and affect the scope of the Services provided by Kronos and its ability to adhere with its compliance programs, including those verified by the independent auditor report (i.e., SOC reports). Customer acknowledges Kronos shall not provide any credits for SLA issues under the Agreement that resulted from Customer's failure to update the Encryption Gateway Tool.
- b. install and maintain the encryption gateway private key per the encryption product documentation, and not share the encryption gateway private key with any third party who does not have a need to know, including not sharing the encryption gateway private key with Kronos. Should Customer lose the key, any encrypted data will remain encrypted.
- c. enter and maintain PHI only in the fields defined in the Extension Applications product documentation; and to only send PHI data (e.g., screen shots containing PHI) to Kronos by means of secure support channels for such data.
- d. use unique user ID and passwords for all users of Extension Applications
- e. configure Extension Application user's account to meet Customer's HIPAA policy requirements for complexity, length duration and lockout.
- f. determine user access/authorization to the application level of the Solution and assure that the level of access and the user assigned roles and permission are appropriate, which includes periodic application level logical access review.
- g. review application logs to meet Customer's HIPAA compliance program.
- h. immediately notify Kronos in the event Customer discovers a security issue with the Solution.
- i. provide Kronos resources with application level accounts as reasonably needed to support the Extension Applications, and not unreasonably withhold such access.

4. CLIENT PARTNERSHIP SERVICES

If acquired by Customer on the applicable Order Form, the parties agree that the following terms shall apply to Customer's purchase of Client Partnership Services only:

- a. Scope. Client Partnership Services will provide to Customer additional support services to develop performance improvement for clients utilizing the Extension Applications. This service includes a dedicated Strategic Client Advisor (the "Advisor") that works with the Customer to guide the Customer in optimizing the use of the Extension Applications. The Advisor will also provide consultation services which may include, but is not limited to, developing supporting processes, staff engagement and accountability structures, service plan development in response to Customer's business requirements, as well as serving as a resource link to assist Customers in networking with other Kronos customer's healthcare organizations.
- b. Term. Client Partnership Services shall be for a term of one (1) year and shall renew for additional one (1) year terms provided Customer renews the Client Partnership Services as provided below.
- c. Payment: Customer shall pay the annual Client Partnership Services charges for the initial term in accordance with the payment terms on the Order Form as executed by Customer. Kronos will send Customer a renewal invoice for renewal of the Client Partnership Services at least forty five (45) days prior to expiration of the then current term. Client Partnership Services shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.
- d. Change to Offerings; Support Increases: After the one year initial term, the Client Partnership Services offerings provided and the service coverage period are subject to change by Kronos with sixty (60) days advance written notice. For the initial two (2) renewal terms from the date of the Addendum, the annual Client Partnership Services fee, for the same service type, is subject to increase by not more than four percent (4%) over the prior year's annual Client Partnership Services fee.

5. BUSINESS ASSOCIATE AGREEMENT

The parties agree that the provisions of the Business Associate Agreement referenced as **Section H** shall apply.

6. DATA SECURITY

As part of the Services for the Extension Applications, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described in **Section I** herein.

SECTION G

WFC Extensions for Healthcare Terms and Conditions to Section C / Section C-1 (Hosting Terms and Conditions)

This WFC Extensions for Healthcare addendum of supplemental terms and conditions ("**Section G**") is entered into by and between Kronos and Customer and shall supplement the Agreement. Capitalized terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement.

WHEREAS, Kronos and Customer entered into an agreement to have Kronos host the Workforce Central Software in its managed cloud environment in Section C/Section C-1 (the "**Kronos Private Cloud**" or "**KPC**") and to allow Customer to use such software in the Kronos Private Cloud;

WHEREAS, Customer desires to acquire from Kronos the Extensions for Healthcare Application(s) (i.e., Workload Manager for Healthcare; Target Intelligence for Healthcare; and/or Forecast Manager for Healthcare, as such Application set may be updated from time to time) (collectively, the "**Extension Applications**") to be used and managed in the Kronos Private Cloud and in accordance with this Section G terms and conditions and Section C / Section C-1;

WHEREAS, Kronos agrees to host and manage the Extension Applications in the Kronos Private Cloud for the benefit of Customer and in accordance with this Section G and the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the parties agree as follows:

Customer and Kronos agree that the terms and conditions set forth herein shall only apply to the Extension Applications in Kronos' Private Cloud, and the services related thereto. The Extension Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos Private Cloud. Notwithstanding any provision in the Agreement or any prior Statement of Work signed by the parties for the Cloud Services to the contrary, the terms and conditions of this Section G shall apply to the Extension Applications hosted by Kronos in the Kronos Private Cloud. In the event of a conflict or inconsistency between the Agreement and this Section G, and only as it pertains to the Extension Applications, the provisions of this Section G shall prevail.

1. DEFINITIONS

"**Agreement**" means the underlying agreement including the Cloud Hosting Terms and Conditions set forth in Section C/Section C-1, as applicable, and to which this Section G shall apply.

"**Business Associate Agreement**" or "**BAA**" means the Business Associate Agreement attached Section H.

"**Client Partnership Services**" means those services provided pursuant to Section 4, below.

"**Cloud Services**" means those services described in Section I, the "Cloud Services for Extension Applications".

"**Encrypt**" or "**Encryption**" means to cryptographically protect data using methods such as symmetric encryption algorithm, asymmetric encryption algorithm or a one-way hashing algorithm.

"**HIPAA**" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

"**PHI**" means Protected Health Information as defined by HIPAA. PHI shall be deemed to be Personally Identifiable Data under the Agreement.

"**Solution**" means the combination and use of the Extension Applications working with the Encryption Gateway Tool.

7. KRONOS CLOUD ENCRYPTION GATEWAY

a. As part of acquiring the Extension Applications pursuant to this Section G, Kronos licenses to Customer the right to use the Kronos Cloud Encryption Gateway tool ("**Encryption Gateway Tool**"). The Encryption Gateway Tool will Encrypt PHI before it is transmitted to the Kronos Private Cloud and it will un-Encrypt the PHI when it is extracted from the Kronos Private Cloud in accordance with the encryption product documentation.

b. Kronos will deliver the Encryption Gateway Tool by giving Customer access to the secure Customer portal and such tool shall be available for download and to be installed by Customer, on Customer's server and behind its firewall at its location. The Encryption Gateway Tool will at all times be under Customer's control and Customer shall install updates to the Encryption

Gateway Tool, when such updates are made available by Kronos. The Encryption Gateway Tool is licensed to Customer concurrently with the Extension Application(s) and upon termination or expiration of the license to use the Extension Application(s) or termination or expiration of Software Support maintenance, Customer's right to use the Encryption Gateway Tool shall also terminate.

c. Customer is entitled to receive the Support Services detailed in Section C/Section C-1.

d. The Application Availability SLA of the Agreement shall not apply to the Encryption Gateway Tool which is installed on Customer's server at Customer's control.

8. CUSTOMER RESPONSIBILITIES

Customer agrees to:

a. install, maintain and use the Encryption Gateway Tool as part of the cloud hosting services for the Extension Applications in accordance with the product documentation. Customer acknowledges that its failure to immediately apply updates to the Encryption Gateway Tool when such updates become available may: (i) compromise the security of Customer Content, including, Personally Identifiable Data and PHI; and (ii) result in incompatibility between the Healthcare Extensions and the Encryption Gateway Tool, which could cause failures in Encrypting and un-Encrypting data, and affect the scope of the Hosting Related or Cloud Services provided by Kronos and its ability to adhere with its compliance programs, including those verified by the independent auditor report (i.e., SOC reports). Customer acknowledges Kronos shall not provide any credits for SLA issues under the Agreement that resulted from Customer's failure to update the Encryption Gateway Tool.

b. install and maintain the encryption gateway private key per the encryption product documentation, and not share the encryption gateway private key with any third party who does not have a need to know, including not sharing the encryption gateway private key with Kronos. Should Customer lose the key, any encrypted data will remain encrypted.

c. enter and maintain PHI only in the fields defined in the Extension Applications product documentation; and to only send PHI data (e.g., screen shots containing PHI) to Kronos by means of secure support channels for such data.

d. use unique user ID and passwords for all users of Extension Applications

e. configure Extension Application user's account to meet Customer's HIPAA policy requirements for complexity, length duration and lockout.

f. determine user access/authorization to the application level of the Solution and assure that the level of access and the user assigned roles and permission are appropriate, which includes periodic application level logical access review.

g. review application logs to meet Customer's HIPAA compliance program.

h. immediately notify Kronos in the event Customer discovers a security issue with the Solution.

i. provide Kronos resources with application level accounts as reasonably needed to support the Extension Applications, and not unreasonably withhold such access.

9. CLIENT PARTNERSHIP SERVICES

If acquired by Customer on the applicable Order Form, the parties agree that the following terms shall apply to Customer's purchase of Client Partnership Services only:

a. Scope. Client Partnership Services will provide to Customer additional support services to develop performance improvement for clients utilizing the Extension Applications. This service includes a dedicated Strategic Client Advisor (the "Advisor") that works with the Customer to guide the Customer in optimizing the use of the Extension Applications. The Advisor will also provide consultation services which may include, but is not limited to, developing supporting processes, staff engagement and accountability structures, service plan development in response to Customer's business requirements, as well as serving as a resource link to assist Customers in networking with other Kronos customer's healthcare organizations.

b. Term. Client Partnership Services shall be for a term of one (1) year and shall renew for additional one (1) year terms provided Customer renews the Client Partnership Services as provided below.

c. Payment: Customer shall pay the annual Client Partnership Services charges for the initial term in accordance with the payment terms on the Order Form as executed by Customer. Kronos will send Customer a renewal invoice for renewal of the Client Partnership Services at least forty five (45) days prior to expiration of the then current term. Client Partnership Services shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

d. Change to Offerings; Support Increases: After the one year initial term, the Client Partnership Services offerings provided and the service coverage period are subject to change by Kronos with sixty (60) days advance written notice. For the initial two (2) renewal terms from the date of the Addendum, the annual Client Partnership Services fee, for the same service type, is subject to increase by not more than four percent (4%) over the prior year's annual Client Partnership Services fee.

10. BUSINESS ASSOCIATE AGREEMENT

The parties agree that the provisions of the Business Associate Agreement attached hereto and incorporated herein by reference as **Section H** shall apply

11. DATA SECURITY

As part of the Services for the Extension Applications, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described in **Section I** herein.

SECTION H
BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, Customer (hereinafter "Covered Entity") has entered into an agreement with Kronos (hereinafter "Business Associate") governing the provision of Kronos' Workforce Central Software provided by Business Associate to Covered Entity in accordance with the Underlying Agreement;

WHEREAS, Business Associate may perform certain services to support Business Associate's software licenses for or on behalf of Covered Entity, and in performing said services, Business Associate may receive, maintain, or transmit Protected Health Information ("PHI");

WHEREAS, Covered Entity is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**");

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or received by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the HITECH Act") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, as a Covered Entity, Covered Entity is required under HIPAA to enter into a Business Associate Agreement ("BAA") with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

NOW WHEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

- 1.1. "**Breach**" shall have the meaning given under [42 U.S.C. § 17921\(1\)](#) and [45 C.F.R. § 164.402](#).
- 1.2. "**Designated Record Set**" shall have the meaning given such term under [45 C.F.R. § 164.501](#).
- 1.3. "**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in [45 C.F.R. § 160.103](#).
- 1.4. "**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in [45 C.F.R. § 160.103](#).
- 1.5. "**Protected Health Information**" and "**PHI**" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.
- 1.6. "**Security Incident**" means a confirmed successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system which affects Covered Entity's PHI or e-PHI in possession and/or control of Business Associate. Security Incident shall exclude (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI.
- 1.7. "**Services**" shall mean the services provided to Covered Entity by Business Associate pursuant to the Underlying Agreement.
- 1.8. "**Unsecured PHI**" shall have the meaning given to such term under [42 U.S.C. § 17932\(h\)](#), [45 C.F.R. § 164.402](#), and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. **“Use” or “Uses”** mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate’s internal operations, as set forth in [45 C.F.R. § 160.103](#).

1.10. **“Workforce”** shall have the meaning given to such term under [45 C.F.R. § 160.103](#).

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 **Permitted Uses and Disclosures of Protected Health Information.** Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.2 **Prohibited Marketing and Sale of PHI.** Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by any Underlying Agreement and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (ii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii); however this prohibition shall not affect payment by Covered Entity to Business Associate for the provision of Services pursuant to any Underlying Agreement.

2.3 **Adequate Safeguards of PHI.** Business Associate shall implement and maintain reasonably appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5 **Reporting Non-Permitted Use or Disclosure.**

2.5.1 **Reporting Security Incidents and Non-Permitted Use or Disclosure.** Business Associate shall report to Covered Entity in writing each confirmed Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or Subcontractors that is not specifically permitted by this BAA no later than ten (10) business days after confirming such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity’s PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon written request by Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.

2.5.2 **Breach of Unsecured PHI.** If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate’s written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall reasonably cooperate with Covered Entity in meeting Covered Entity’s obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act.

2.6 **Availability of Internal Practices, Books, and Records to Government.** Business Associate agrees to make its internal policies, books and records relating to the Use and Disclosure of PHI received from, or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity’s compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary.

2.7 **Access to and Amendment of Protected Health Information.** To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) business days of a written request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying to fulfill its obligations under 45 C.F.R. § 164.524, or (b) permit Covered Entity

to amend the PHI Business Associate maintains (or which is maintained by Business Associate's Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. In the event that an individual makes a direct request to Business Associate to amend any PHI of such individual maintained in a Designated Record Set on behalf of Covered Entity, Business Associate shall promptly forward such individual's request to Covered Entity for review. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes except as otherwise directed by Covered Entity or required by law. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format as commercially reasonable and available to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request for access to PHI.

2.8 **Accounting.** To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9 **Use of Subcontractors.** Business Associate shall require each of its Subcontractors, if any, that maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same, or substantially similar, restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.10 **Minimum Necessary.** Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

3. COVERED ENTITIES RESPONSIBILITIES

Covered Entity Responsibilities. With respect to the use and disclosure of the PHI by Business Associate, Covered Entity agrees to: (a) inform Business Associate of any change in or revocation of any authorization provided to Covered Entity by Individuals pursuant to applicable law, including, but not limited to, the HIPAA Statute and which is applicable to Business Associate; and (b) to timely notify Business Associate, in writing, of any arrangement permitted or required of Covered Entity under applicable law, including, but not limited to, the HIPAA Statute, that may impact in any manner the use, disclosure, or access to PHI by Business Associate under the Agreement, including, but not limited to, any agreement by Covered Entity to restrict use or disclosure of any PHI as permitted by the HIPAA Statute.

4. TERM AND TERMINATION

4.1 **Term.** Subject to the provisions of Section 4.2 herein, the term of this BAA shall be the term of the Underlying Agreement.

4.2 **Termination for Cause.** In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

a. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within fifteen (15) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period, Covered Entity may immediately terminate this BAA and any Underlying Agreement upon written notice to Business Associate; or

b. Upon written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured

4.3 **Disposition of Protected Health Information Upon Termination or Expiration.**

4.3.1 Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a format utilized at the time of termination and timeframe, at no additional charge to Covered Entity.

4.3.2 If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Amendment to Comply with Law.** The parties agree to enter into an amendment to this BAA to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations, as applicable, and as mutually agreed between the parties. Additionally, the Parties agree to take such action as is reasonably necessary to amend this BAA from time to time for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act, and to the extent mutually acceptable to the parties.

5.2 **Relationship to Underlying Agreement Provisions.** Except as otherwise specifically stated in this BAA, in the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement, subject to Section 5.3 below.

5.3 **Entire Agreement.** This BAA supplements and is entered into subject to the Underlying Agreement, and constitutes the entire agreement between the Parties for the services described herein and supersedes all prior or contemporaneous representations, negotiations, or other communications between the Parties relating to the subject matter of this BAA. Any provisions in the Underlying Agreement regarding limitations or exclusion of liability or indemnification will apply to any of the rights and obligations of the parties under this BAA or breach thereof. This BAA supersedes and replaces any existing Business Associate Agreement in effect between Business Associate and Covered Entity. Any PHI received from Covered Entity prior to, on, or after the date of this Agreement is subject to the terms and conditions of this Agreement.

5.4 **Notices.** Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.4. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

5.5 **Relationship of Parties.** Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

SECTION I

Cloud Services for Extension Applications Applicable to Sections F and G Only

Cloud Offering	
<p>Environments:</p> <p>One standard Production and one Non-Production (Development) environment.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included. More non-production environments are available for additional fees.</p>
<p>Environment restoration:</p> <p>Restore of Production environment to one Non-Production environment once per week.</p> <p>Customer is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the Non-Production environment.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included. More frequent restores or additional environments will be subject to additional time and material fees.</p>
<p>Connectivity to Service:</p> <p>Customer's users connect to application via secure TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud. Applicable ports must be opened from customer network as described in product documentation.</p>	<p>Included</p>
<p>Operating System and Database Software Management: Includes application of critical security patches, service packs and hot-fixes; maintenance of servers.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included</p>
<p>Server Maintenance: Repair and replacement of defective or failed hardware and the installation of hardware upgrades.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included</p>
<p>Application Updates: Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	<p>Included</p>

Cloud Offering	
<p>Backup:</p> <p>Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	Included
<p>Security:</p> <p>Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts (AICPA) Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes. Additionally the independent auditor will provide an opinion on the design and operating effectiveness of controls to meet the security requirements of the Health Insurance Portability and Accountability Act Security Rule, which will be first issued by end of calendar year 2016.</p> <p>In the event the customer identifies a security issue, the customer will notify Kronos. For security purposes, customers are restricted from accessing the desktop, file systems, databases and operating system of the environments.</p> <p>Customer agrees not to upload payment card information as the service is not certified for PCI DSS.</p> <p>For each of the customer's production and non-production environments in a data center in the United States of America, Customer Content will be Encrypted at rest at the storage level for the Extension Application(s). Encryption at rest is defined as Customer Content is made unreadable on disk via encryption technology when the Kronos Cloud computing environment hardware is powered off. For clarity this storage level of Encryption within the Kronos Private Cloud is independent of the Encryption at the Encryption Gateway Tool located at the customer's location, thus providing a second layer of encryption at rest.</p>	Included
<p>Basic Disaster Recovery Services:</p> <p>Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Basic Disaster Recovery Services provides a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore Application Availability in a commercially reasonable timeframe.</p> <p>The customer will be down until production processing is restored in the primary or secondary data center if needed. No application environment is readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.</p> <p>Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p>	Included

Cloud Offering	
Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.	
<p>Enhanced Disaster Recovery Services:</p> <p>Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. Enhanced Disaster Recovery Services provide an RTO (Recovery Time Objective) of 72 hours and a RPO (Recovery Point Objective) of 24 hours.</p> <p>In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined.</p> <p>As part of the enhanced service, Kronos will conduct an annual Disaster Recovery Process test which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated test.</p> <p>Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p> <p>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud.</p>	If purchased on Order Form

Guidelines and Assumptions:

Category	Assumption
	Estimated availability of production server hardware in Kronos Cloud is approximately 30 days after the Order Form is processed.
	Customer agrees to receive automatic updates to the Applications.
	Applications will support English only.
	Customer agrees not to conduct security testing, which includes but is not limited to penetration testing and vulnerability scanning.
	Customer agrees not conduct any sort of automated or manual performance testing of the Service.

Category	Assumption
	Retention policies must be configured in the Application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Additionally application audit log will retained for 30 days.
	Customer will be required to sign a go live milestone document confirming customer has completed its testing and is ready to go live with the Workforce Central Application EHC module(s).

Workforce Central EHC Upgrade Services

The Service includes services for Kronos to execute tasks to apply point releases and version upgrades to customer’s Kronos Applications in the Kronos Cloud. Services are limited to those tasks which apply these updates to the Applications. Services related to upgrade of Encryption Gateway Environment and encryption gateway software running at a location in customer’s control outside of Kronos Cloud are not included.

The table below reflects the included upgrade tasks.

Planning Phase	
Customer/ Kronos Introduction Call – up to 30 minutes	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included
Technical readiness & architecture review – Encryption Gateway environment	Not Included
Assessment Phase	
Assessment of Interface Upgrade to WFC	Included
Assessment of new features or changes to configuration	Not included
Assessment of customs, custom interfaces and custom reports and development activities related thereto	Not included
Solution Upgrade / Build Phase	
One (1) restore of Production database to Pre-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included

Upgrade Non-Production and Production environments to new point release or version.	Included
Upgrade of interface integration to Workforce Central per features in product documentation.	Included
Upgrade of integrations beyond integration to Workforce Central per features in product documentation.	Not Included
Upgrade of any customs, custom interfaces and custom reports and development activities related thereto	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Upgrade of Encryption Gateway Environment and encryption gateway software running at a location in customer's control outside of Kronos Cloud.	Not Included
Test & Certify Phase	
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop customer-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	Customer
Deploy & Support Phase	
Deployment Readiness Call – up to 30 minutes	Included

Note that new feature configuration, project management services, other Professional, Managed and Educational Services and training are not included as part of Upgrade Services, but may be purchased independently, if desired.

If not specifically noted, the customer should assume responsibility of the task and/or deliverable.

SECTION J

CLIENT PARTNERSHIP SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

(For Healthcare Customers only)

This Client Partnership Services Supplemental Terms and Conditions apply to the Client Partnership Services purchased by Customer set forth in the applicable Order Form.

Customer has purchase software licenses and/or acquire software services, as well as related equipment, professional, educational and training services and support maintenance services (collectively, the "Products") under Section A and B of the Agreement;

WHEREAS, Customer desires to purchase the Client Partnership Services set forth in the applicable Order Form, as executed by Customer;

WHEREAS, Customer acknowledges that the purchase and use of the Client Partnership Services shall be subject to the Agreement, as modified and supplemented by this Section K.

WHEREAS, the Parties agree that the terms and conditions of this Section K shall apply only to the Client Partnership Services as identified on the Order Form executed by the Parties, and this Section K shall not affect the rights or use of such other Kronos software modules or applications (i.e., the Kronos Workforce software suite of products) acquired by Customer under the other section of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth herein, the Parties agree as follows:

1. Client Partnership Services for Kronos Software.

If purchased by Customer on the applicable Order Form, the parties agree that the following terms shall apply to Customer's purchase of Client Partnership Services only and shall supplement the Software Support Services offered by Kronos under Section B:

- (a) **Scope.** Kronos Client Partnership Services will provide to Customer's organization an additional set of support services to develop performance improvement for those customers using the Kronos software. This service includes a dedicated Strategic Client Advisor (the "Advisor") who works closely with the Customer to guide the Customer in optimizing the use of the Software. The Advisor will be the Customer's link to Kronos' broad industry practice, support tools and knowledge base. The Advisor will also provide consultation services which include, but are not limited to, developing supporting processes, staff engagement and accountability structures, service plan development in response to Customer's business requirements, as well as serving as a resource link to assist Customers in networking with other Kronos healthcare organizations;
- (b) **Term.** Client Partnership Services shall be for a term of one (1) year and shall renew for additional one (1) year terms provided Customer renews the Client Partnership Services as provided below;
- (c) **Payment:** Customer shall pay the annual Client Partnership Services charges for the initial term in accordance with the payment terms on the Order Form as executed by Customer. Kronos will send Customer a renewal invoice for renewal of the Client Partnership Services at least forty-five (45) days prior to expiration of the then current term. Client Partnership Services shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term and;
- (d) **Change to Offerings; Support Increases:** Client Partnership Services are offered under Kronos Software Support offerings and after the one year initial term of this Addendum, the Client Partnership Service offerings provided and the service coverage period are subject to change by Kronos.

SECTION K WORKFORCE DIMENSIONS™ AGREEMENT

Customer and Kronos agree that the terms and conditions set forth in this Section K apply to Kronos' Workforce Dimensions software as a service and other related offerings specified on a Kronos Order Form.

This Section K includes the following exhibits, which are incorporated by reference, and which form an integral part of this contract:

- Exhibit K-A: Attachment A-1: Equipment Purchase, Rental, and Support
Attachment A-2: Professional and Educational Services Policies
Attachment A-3: Service Level Agreement
- Exhibit K-B: Workforce Dimensions Cloud Guidelines:
www.kronos.com/workforce-dimensions/agreement/exhibitb
- Exhibit K-C: Customer Success
Attachment C-1: Customer Success Plans
Attachment C-2: Support Policies
- Exhibit K-D: Acceptable Use Policy (AUP):
www.kronos.com/workforce-dimensions/agreement/exhibitd
- Exhibit K-E: AtomSphere Service and Boomi Software
Attachment E-1: Boomi Flow Down Provisions

The description of the type, quantity, and cost of the specific offerings being ordered by Customer will be described in an Order Form, that will be mutually agreed upon and signed by the Parties pursuant and subject to this Section K. If Implementation Services are to be delivered by Kronos, the Parties may need to execute a Statement of Work, which will set forth the scope, objectives and other business terms of the Implementation Services ordered with the Order Form.

Definitions

“Acceptable Use Policy” and **“AUP”** are interchangeable terms referring to the Kronos policy describing prohibited uses of the Service as further described in Exhibit D.

“Aggregated Data” is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by Kronos in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service Agreement.

“Applicable Law(s)” means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party's respective business.

“Authorized User” means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Customer uses to access the Service.

“Application(s)” means those Kronos Workforce Dimensions software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“Boomi AtomSphere Service” means the third-party service for the creation of integrations by Customer as further described in Exhibit E, which the Customer and Customer’s Authorized Users have the right to access through the Service.

“Boomi Software” means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit E.

“Claim(s)” means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.

“Configuration(s)” means the Customer specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

“Controls” means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by Kronos to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

“Customer Data” means all content Customer, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

“Customer Success Plan(s)” means the services provided by Kronos to support and maintain the Service as described in Exhibit C, including but not limited to the Support Plans and the Customer Success Programs.

“Customer Indemnified Party(ies)” means Customer and Customer’s respective directors, officers, and employees.

“Data Protection Law(s)” means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party’s collection, use, processing, storage, or disclosure of Personally Identifiable Information.

“Documentation” means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

“Equipment” means Kronos equipment such as time clocks, devices, or other equipment set forth on an Order Form.

“Equipment Support Services” means the maintenance and support services related to Kronos’ support of Equipment as further described in Attachment A-1.

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

“Fees” means the charges to be paid by Customer for a particular item.

“Implementation Services” means those professional and educational services provided by Kronos to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

“Kronos Indemnified Party(ies)” means Kronos and its third-party Technology suppliers and each of their respective directors, officers, employees, agents and independent contractors.

“Order Form” means an order form mutually agreed upon by Kronos and Customer setting forth, among other things, the items ordered by Customer and to be provided by Kronos and the Fees to be paid by Customer.

“Party(ies)” means Kronos or Customer, or both of them, as the context dictates.

“PEPM” means the per employee per month fee for a Customer’s Authorized Users access to the Service.

“Personally Identifiable Information” means information concerning individually identifiable employees of Customer that is protected against disclosure under Applicable Data Protection Law.

“Professional Services” means the professional, educational, consulting, or training services provided by Kronos pursuant to an Order Form and which are not described in a Statement of Work.

“Seasonal Licenses” are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.

“Service” means the Kronos supply of the commercially available version of the Workforce Dimensions SaaS Applications in Kronos’ hosted environment and the services described in the section related thereto.

“Statement of Work” and **“SOW”** are interchangeable terms referring to a written description of the Implementation Services.

“Technology” means the intellectual property of Kronos within the Service, including but not limited to the Applications.

“Term” means the Initial Term and any Renewal Terms.

1. Order Forms

1.1 The following commercial terms may appear on an Order Form:

- a. The Application(s) included in the Service, and the other offerings being ordered by Customer
- b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
- c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
- d. Renewal Term (i.e., the renewal billing term of the Service)
- e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
 - i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
 - ii. "Monthly in Arrears" means payment is due on a monthly basis with the invoice being issued at the end of the month in which the Service was delivered.
- f. Payment Terms (i.e., the amount of days in which Customer must pay a Kronos invoice)
- g. Shipping Terms (i.e., FOB – Shipping Point, Prepay and Add)

1.2 The following Fees may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Customer Success Fees for Premium and Premium Plus Plans
- c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
- d. Equipment Purchase Fees
- e. Equipment Rental Fees

1.3 Kronos may also sell (or rent) Equipment to Customer, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A-1.

2. Billing

2.1 Kronos will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Customer will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Customer will send payment to the attention of Kronos at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Section K, Customer payments are non-refundable. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 At the expiration of the Initial Term, and at the expiration of each Renewal Term, the Service will automatically renew for a Renewal Term. For each Renewal Term, Kronos may increase the PEPM Fees by no more than four percent (4%) over the previous year's PEPM Fees, for the same Applications and the same licensed quantity. Kronos will reflect these increased PEPM fees in the applicable invoice for each Renewal Term.

3. Implementation Services and Professional Services

3.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Section K. Implementation Services are invoiced monthly

as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.2 While Customer may configure the Applications itself, as part of the Implementation Services as described in an SOW, Kronos may also configure the Applications. Kronos will configure the Applications based on Customer's instructions and direction. Customer is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Kronos may also provide Professional Services to Customer that do not require an SOW but which will be as set forth on an Order Form.

3.4 The Kronos policies set forth in Section B shall apply to all Implementation Services and Professional Services provided by Kronos. In the event of a conflict between the Professional Services Policies and this Section K, the terms of this Section K shall prevail.

4. Service Level Agreement

Kronos offers the Service Level Agreement and associated SLA Credits as described in Attachment A-3. The SLA Credits are Customer's sole and exclusive remedy in the event of any Outage. Kronos remains obligated to provide the Service as otherwise described in this Section K.

5. Data, Confidentiality, Security and Privacy

Section 5.1 Data

5.1.1 Customer owns Customer Data. Customer is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Customer is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

Section 5.2 Security and Privacy

5.2.1 Kronos will maintain the Controls throughout the Term.

5.2.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.2.3 Kronos employees will access Customer Data from the locations from which such employees work. Customer consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Customer will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Customer has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Customer will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.2.4 Kronos will notify Customer in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include,

at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

6. Warranty

Kronos warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Service which is making this warranty untrue, Kronos will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Kronos is unable to do so within a reasonable period of time, Customer may terminate the then remaining Term, which will be Customer's sole and exclusive remedy. Customer agrees to provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Service.

7. License

Section 7.1 Technology License

7.1.1 As part of the Service, Kronos will provide Customer access to and use of the Technology, including the Applications. Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Customer acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Customer's payment of the corresponding PEPM Fees. Customer agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Customer agrees not to use any other Application nor increase the number of employees using an Application unless Customer enters into an additional Order Form that will permit the Customer to have additional Authorized Users.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Customer has a right to use this Technology and to receive the Service subject to this Section K. No other use of the Technology is permitted. Customer is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Customer cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

8. Scope and Authority

8.1 Authorized Users may access the Service on Customer's behalf, and Customer will be responsible for all actions taken by its Authorized Users. Customer will make sure that Authorized Users comply with Customer's obligations under this Section K. Unless Kronos breaches its obligations under this Section K, Kronos is not responsible for unauthorized access to Customer's account, nor activities undertaken with Customer's login credentials, nor by Customer's Authorized Users. Customer should contact Kronos immediately if Customer believes an unauthorized person is using Customer's account or that Customer's account information has been compromised.

8.4 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. This feature of the Service is referred to as the “Marketplace”. The use of the Marketplace can be configured, and Customer may disable use of the Marketplace by some or all of its Authorized Users. CUSTOMER ACKNOWLEDGES THAT WHEN AN AUTHORIZED USER INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY WITHIN THE MARKETPLACE, THAT ACCEPTANCE WILL CONSTITUTE CUSTOMER’S LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

9. Suspension

9.1 Kronos may suspend the Service if any amount that Customer owes Kronos is more than thirty (30) days overdue. Kronos will provide Customer with at least seven (7) days prior written notice that the Customer’s account is overdue before Kronos suspends the Service. Upon payment in full of all overdue amounts, Kronos will immediately restore the Service.

9.2 Customer is responsible for complying with the AUP. Kronos and its third party cloud service provider reserve the right to review Customer’s use of the Service and Customer Data for AUP compliance and enforcement. If Kronos discovers an AUP violation, and Kronos reasonably determines that Kronos must take immediate action to prevent further harm, Kronos may suspend Customer’s use of the Service immediately without notice. Kronos will contact Customer when Kronos suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If Kronos does not reasonably believe it needs to take immediate action, Kronos will notify Customer of the AUP violation. Even if Kronos doesn’t notify Customer or suspend the Service, Customer remains responsible for any such AUP violation. Kronos will restore the Service once the AUP violation is cured or as both Parties may agree.

10. Termination

Section 10.1. Types of Termination

10.1.1 For Convenience. Customer may terminate the Service and this Section K for convenience upon ninety (90) days prior written notice. Customer may terminate Seasonal Licenses upon at least sixty (60) days prior written notice before the start of a Renewal Term.

10.1.2 Non-renewal. Either Party may terminate the Service upon at least sixty (60) days prior written notice before the start of the Renewal Term.

10.1.3 For Cause. Either Party may terminate the Service and this Section K if the other Party fails to perform any material obligation under this Section K, and such Party is not able to cure the non-performance within thirty (30) days of the date such Party is notified by the other Party of such default.

10.1.4 For Bankruptcy. If either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of our creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party’s obligations under this Agreement. If an assurance that provides reasonable evidence of future performance is not provided within ten (10) business days of a written request, the requesting Party may immediately terminate this Agreement upon written notice.

Section 10.2 Effects of Termination

If the Section K is terminated for any reason:

- a. All Fees will be paid by Customer for amounts owed through the effective date of termination.
- b. Any Fees paid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.
- c. Customer's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Customer will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Kronos that will enable Customer to so extract Customer Data. If Customer requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Section K.
- d. Kronos will delete Customer Data after Customer's rights to access the Service and retrieve Customer Data have ended. Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. Kronos and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Section K.
- f. Provisions in this Section K which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination will so survive.

11. Indemnification

11.1 Kronos will defend the Customer Indemnified Parties, from and against any and all Claims alleging that the permitted uses of the Service, Technology or Applications infringe or misappropriate any legitimate copyright or patent. Kronos will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such Claim, or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Service by reason of infringement or misappropriation of any such copyright or patent, or if in Kronos' opinion, the Service is likely to become the subject of a successful claim of infringement or misappropriation, Kronos (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Service as provided in the Section K, or (b) replace or modify the Service so that the Service becomes non-infringing but remains substantively similar to the affected Service. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder, at which time Kronos will provide a refund to Customer of the PEPM Fees paid by Customer for the infringing elements of the Service covering the period of their unavailability.

11.2 Kronos will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation is based on: (a) a modification of the Service undertaken by anyone other than Kronos, or not undertaken at Kronos' direction and in accordance with such direction; (b) use of the Service other than as authorized by this Section K; or (c) use of the Service in conjunction with any equipment, service or software not provided by Kronos, where the Service would not otherwise infringe, misappropriate or otherwise become the subject of the Claim.

11.3 Customer shall be responsible and liable for all damages and costs of Kronos arising out of any and all Claims alleging that: (a) the Configurations violate any law applicable to the rights of an Authorized User; (b) Customer's modification or combination of the Service with other services, software or equipment not furnished by Kronos, infringes or misappropriates any copyright or patent, provided that such modification or combination is the cause of such infringement and was not authorized by Kronos in writing; or, (c) a claim that the Customer Data or its collection or use by Customer violates the AUP or Applicable Laws.

11.4 The Indemnified Party will provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party will be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party will not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other Party. The Indemnified Parties will cooperate fully (at the indemnifying party's request and expense) with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

12. Extent and Limitations of Liability

12.1 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 11 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

12.2 **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES.** NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED.

13. Changes

The information found in any Exhibit (or at any URL referenced in this Section K) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos.

14. Feedback

From time to time, Customer may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Customer hereby grants Kronos 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 Kronos' business without any compensation to Customer or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Section K limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Attachment A-1: Equipment Purchase, Rental, and Support:

www.kronos.com/workforce-dimensions/agreement/attachment-a1

Attachment A-2: Professional and Educational Services Policies:

www.kronos.com/workforce-dimensions/agreement/attachment-a2

Attachment A-3: Service Level Agreement:

www.kronos.com/workforce-dimensions/agreement/attachment-a3

Exhibit K-C: Customer Success

Section 1. Success Plans

1.1 Kronos offers the following Success Plans for Workforce Dimensions:

- a. Community Success (included in Customer's PEPM Fee)
- b. Guided Success (available for an additional Fee)
- c. Signature Success (available for an additional Fee with minimum annual spend in PEPM and Equipment Rental Fees)

1.2 As part of the Community Success Plan, Kronos will provide:

- a. Local Time Zone Support: 8am – 8pm Monday to Friday, with two-hour response time to support cases.
- b. 27/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
- c. Kronos Community Access: Ability to access how-to articles, discussion boards, and open support cases .
- d. Kronos Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities.
- e. KnowledgeMap™: On-line education portal providing access to Kronos e-learning resources.
- e. KnowledgeMap™ Live may be purchased for an additional Fee.
- f. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Kronos Application Consultants with industry-specific Kronos product knowledge.

1.3 As part of the Guided Success Plan, Kronos will provide:

- a. All of the services under Community Success, including the option to purchase KnowledgeMap™ Live or a TAM.
- b. Proactive Support: Monitoring of your environment and usage with proactive notification and resolution of potential issues.
- c. Named Success Manager: Dedicated, industry-specific advisor.
- d. Live Check-In Meetings: Regular meetings with your named success manager.
- e. Personalized Success Path: Tailored guidance based on your business goals.
- f. Success Reporting: Personalized reporting providing insight into your key performance indicators on an annual basis (i.e., user adoption, compliance, productivity, efficiency.)
- g. Executive Business Review: Strategic review of roadmap, realized value, engagement, relationship, and future direction.
- h. Optimization Assessment: Assistance with optimizing the use of Workforce Dimensions based on your current usage patterns.

1.4 As part of the Signature Success Plan, Kronos will provide:

- a. All of the services under Guided Success. Additionally, KnowledgeMap™ Live and a TAM are included as part of the Signature Success Plan for no additional Fee.
- b. 24/7 Local Time Zone Support with one-hour response time to support cases.
- c. Technical Account Manager included at no additional charge.
- d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.

- e. KnowledgeMap™ Live included at no additional charge.
- k. Industry Best Practice Audit: Review configuration and use of Workforce Dimensions against industry peers and provide recommendations.

1.5 Each Success Plan provides different services and different service coverage periods, which are described in Attachment C-1.

1.6 The Kronos policies set forth in Attachment C-2 shall apply to all Success Plans.

Attachment C-1: Success Plans:

www.kronos.com/workforce-dimensions/agreement/attachment-c1

Attachment C-2: Support Policies:

www.kronos.com/workforce-dimensions/agreement/attachment-c2

Exhibit K-E: AtomSphere Service and Boomi Software

As part of the Service, Customer has the right to access and use the Boomi AtomSphere Service and a non-exclusive, non-transferable and non sublicenseable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Customer may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service.

There are two (2) cloud environments associated with Customer use of the Boomi AtomSphere Service and the Boomi Software:

- a. Run-Time environment: A run time environment in the Kronos Cloud where the integration created by with the Boomi AtomSphere Service runs. This environment is described in Exhibit B.
- b. Development environment: A development environment in the Boomi Cloud where the design and development tools exist to build the integrations. This environment is referred to as a Hosted Environment in Attachment E-1.

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth below. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Customer or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Section K related to the Service apply to the Boomi AtomSphere Service. Upon termination, Customer's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Attachment E-1: Boomi Flow Down Provisions:

www.kronos.com/workforce-dimensions/agreement/attachment-e1

Exhibit K F: Workforce Dimensions™ Add-Ins

This Exhibit governs the Add-In(s) to be provided by Kronos to Customer, if specified on an Order Form. Capitalized terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement. In the event of a conflict or inconsistency between the Agreement and this Exhibit, this Exhibit shall control.

Customer agrees that the Add-In(s) may only be used solely in connection with Workforce Dimensions™ for Customer's own internal purposes. The Add-Ins are not installed in the Kronos hosting environment in which Workforce Dimensions resides. The Add-Ins may only be installed and operated in a data center or other cloud environment managed by or on behalf of Customer. Customer is solely responsible to have all applicable rights, licenses and necessary infrastructure and support to use the third-party applications with which the Add-In(s) function, including security of the environment in which the Add-In(s) are installed.

The Service Level Agreement and associated SLAs (Attachment A-3) and the Workforce Dimensions Cloud Guidelines (Exhibit B) in the Agreement do not apply to the Add-In(s) because the Add-In does not reside in Kronos' hosting environment.

Implementation. Configuration and deployment of the Add-In(s) may be performed by Customer in accordance with Kronos written instructions and guidelines. Alternatively, Customer may engage Kronos or a third party to perform implementation or professional services as described in the Agreement.

Warranty Disclaimer. Kronos does not warrant that the Add-In(s) will be free from errors or service interruption. Kronos disclaims errors and liability with respect to the third-party applications or APIs with which the Add-In(s) function. Customer is solely responsible to manage its accounts or systems that may access the Add-In(s).



Kronos Terms and Conditions Contract Workforce Ready, Payroll



KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES (092018)

KRONOS TERMS

A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS SAASHR INC., AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.

SECTION B: [KRONOS WORKFORCE READY SAAS TERMS AND CONDITIONS](#). This Section applies only for Workforce Ready transactions.

SECTION C: [PAYROLL PROCESSING SERVICES](#). This Section applies to the Workforce Payroll Services.

SECTION A: GENERAL TERMS AND CONDITIONS

1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by Kronos Incorporated ("Kronos") from an eligible Participating Public Agency ("Customer") for all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition, the following sections apply for the specific offering referenced:

- (i) Section B shall apply to the Workforce Ready Saas Orders; and
- (ii) Section C shall apply to Workforce Payroll Services.

All orders are subject to the approval of Kronos' corporate office in Lowell, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

2. APPLICABLE LAWS

This Agreement shall be governed by the state law in which Customer is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain Kronos prior written consent before exporting the Software.

4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

5. TAXES

If Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on Kronos net income or business privilege.

6. TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all pre-approved, reasonable and necessary travel incurred by Kronos in the performance of its obligations under this Agreement, provided that such travel complies with the then current Kronos Travel and Expense Policies (such policies are available upon request) or such other policies mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos in the performance of its obligations under this Agreement provided such expenses comply with the applicable policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

7. GENERAL

- (a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute;

changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

SECTION B
KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section E shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

1. DEFINITIONS

"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Equipment delivered prior to the effective date of termination. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or Section B.4 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

- (c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;
- (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
- (e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

3.5 At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any

associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

4.5 Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

7.2 Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

8. Customer content

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
- b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the equipment nor any results to be achieved therefrom.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 Except as specifically provided in this Agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the Services or by any errors, delays, interruptions in transmission, or failures of the Services.

14.2 except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' Suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the services in the Twelve (12) month period immediately preceding the date in which such claim arises.

14.3 Except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' Suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries,

misdemeanors or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

SECTION C

PAYROLL PROCESSING TERMS AND CONDITIONS

This Payroll Processing terms and condition Section C, and all included exhibits, schedules, attachments or other addenda (the “Section C”) is made part of the Kronos Workforce Ready Software-as-a-Service WFR Terms outlined in Section A and B (the “WFR Terms”) and governs the provision of the Workforce Payroll Services (the “Payroll Services”) Kronos to Customer.

In rendering the Payroll Services, Kronos will use the Workforce Ready software-as-a-service platform (the “WFR Platform”). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the “Covered Entities”), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from Kronos. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Section C. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by Kronos. Capitalized terms not defined within this Section C are defined in the WFR Terms.

GENERAL TERMS AND CONDITIONS

Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the WFR Terms and this Section C, Kronos shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer’s payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the Kronos Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

1.1.1 Payroll, Tax and Treasury Payroll Services.

- a. Customer agrees that the Payroll, Tax and Treasury Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the Payroll Services Pricing Exhibit attached as Attachment 2 (“Payroll Services Pricing Exhibit”) and the responsibilities of Customer and Kronos set forth throughout this Section C.
- b. Customer will submit the payroll information to Kronos in the format and including the information specified by Kronos from time to time not less than two (2) Business Days prior to Customer’s scheduled check date. “Business Day” means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association (“NACHA”) operating rules (“Applicable Law(s)”. The deadline for Customer’s submission of payroll is determined by the time zone in which the processing occurs, as follows. On the date Customer’s payroll is scheduled to be submitted, if Customer payroll processing emanates from the Eastern or Central Time Zone, then the deadline for submission is 12:00 p.m. Eastern Time; if Client payroll processing emanates from the Mountain or Pacific Time Zone, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date.

If Customer's payroll is submitted timely, Kronos will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. Late submission by Customer may result in delayed processing of banking and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall be responsible and liable for any claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for Kronos to provide direct deposit/ACH Payroll Services (if available), Kronos will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. Customer agrees to be bound by the then-current NACHA operating rules. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

- c. Customer authorizes Kronos to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes Kronos via draw down wire transfer to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "Customer Account") for all payroll tax obligations and credit a like amount to an account designated by Kronos, which may be held in trust by a third party trustee (the "Payroll Services Accounts") not less than two (2) Business Days prior to Customer's scheduled check date of the applicable payroll under this Section C, which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("EFT") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
- d. Kronos shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Section C, nor is Kronos responsible in relation to any taxes which Kronos did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues ("NSF")). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).
- e. Customer shall maintain and provide Kronos accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable Kronos to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, Kronos files a tax return containing "Applied For" status, then Customer agrees and acknowledges that it releases Kronos from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

1.1.2 Additional Payroll Services.

- a. Check Printing and Fulfillment Services. - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks.

- b. ACH Child Support Processing - means the impoundment and remittance of funds for third party payments via ACH for child support payments to the applicable state child support agencies.
- c. W2 Filing - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, excluding Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- d. 1099 Filing- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for APS to timely fulfill its obligations.

1.1.3 Workforce Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section C.

Article 2. Fees; Billing

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the WFR Terms. Kronos will invoice the Fees for a particular item or Payroll Service on the Billing Frequency and in accordance with the payment terms and processes indicated on the applicable Order Form and in the WFR Terms and this Section C. Customer agrees payment for the Fees will be made by direct debit facility to be established by Kronos, and that Customer will complete all necessary and reasonable forms and documents to establish such direct debit payments. Should Customer cancel direct debit payments during the Term, Kronos reserves the right to suspend the Payroll Services without notice and to terminate the WFR Terms if not reinstated within ten (10) business days of Kronos' written notice to Customer. The Fees set forth in Attachment 2 are subject to change after the Initial Term (as defined in the WFR Terms) upon thirty (30) days written notice from Kronos to Customer.

Article 3. Customer Content

3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Section C, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Section C, each party's use and disclosure of tax return information pursuant to or in connection with this Section C shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

Article 4. Customer Covenants

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Section C and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Section C and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations two (2) Business Days prior to the applicable check date. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Section C upon notice to Customer.

4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations via Draw Down Wire Except as noted below, all monies caused to be transferred by Kronos on behalf of Customer will be funded via a draw down wire ("Draw Down Wire") initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any WFR Terms necessary to allow Kronos to cause the initiation of Draw Down Wires to Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of a Draw Down Wire, then Customer's payroll and related services will be delayed or suspended. Customer shall be solely responsible and liable for properly funding its account and ensuring Kronos can effect a Draw Down Wire. For quarter end and year end reconciliation purposes only, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability

variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as an exception. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that Draw Down Wires are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the Draw Down Wire. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and except to the extent arising from Kronos' gross negligence or willful misconduct, Customer is responsible for any claim made in relation with exception processing.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Draw Down Wire request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. All payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.

4.4.4 Collection Account Testing. Customer hereby authorized Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of a test Draw Down Wire transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s), which shall be tested as described in this Section 4.4.4.

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all Draw Down Wire drawdown requests and standard ACH transfers received from Kronos and/or its agent, (b) promptly notify Kronos of any discrepancies between drawdown amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Section C, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Section C with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than three (3) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Section C. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Section C by Customer.

4.9 Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Section C, and the WFR Terms, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be

reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

Article 5. Warranty

5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Payroll Services.

5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Section C and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Section C). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the WFR Terms. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

Article 6. Independent Contractor and Subcontractors

6.1 Kronos is acting as an independent contractor of Customer under this Section C. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Section C shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties.

6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection

with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is Kronos a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Section C.

Article 7. Effects of Termination

7.1 If this Section C is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the WFR Terms, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this WFR Terms.

Article 8. Customer Responsibility

8.1 Customer is solely responsible for: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any WFR Terms, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. This Section 8.1 shall survive the termination of this Section C.

8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Section C. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may retain their own counsel at its own expense, subject to Customer's rights above.

Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION C AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH

DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS SECTION C, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS SECTION C. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

ATTACHMENT 1

COVERED ENTITIES

Company Name	FEIN	Address	City	State	Zip

ATTACHMENT 2: PAYROLL SERVICES PRICING EXHIBIT

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred.

1. W-2/1099 Filings each \$
 This fee covers the creation and submission of the electronic files for W2s at the federal and state level. There is no additional fee for printing W2 forms. This fee will apply to all records filed with the SSA each calendar year.

2. Fed Wire Fee \$ per wire
3. State Wire Fee \$ per wire
 If a client submits payroll that requires federal and/or state taxes to be deposited the same or next day, an additional charge of \$ for federal and \$ for state will be incurred. This would typically only occur if the client has submitted or funded their account late and order to avoid tax penalties Kronos must cause the issuances of a wire for the payment to the tax agency.

4. "Applied For" Status of Tax Jurisdictions \$/month
 per account
 When a company begins to withhold taxes for their employees in a new state/jurisdiction the company has to apply to that jurisdiction for a tax filing ID number. They are allowed to file tax returns under an "applied for" status until they get their official tax id number. In the application on each of the tax codes, there is a box that can be checked called "Applied For Status" and the actual ID number field is left blank. Kronos will file returns under "Applied For" status but they charge a fee of \$/month until a tax ID number is obtained, because a lot of the work is manual and requires additional effort.

5. ACH Returns/ Notice of Change - 1st/EE account \$
6. ACH Returns/ Notice of Change - 2nd if on same EE account \$
7. ACH Returns/ Notice of Change – Additional occurrence if on same EE account \$
 This fee is charged when either an employee’s direct deposit account number has been rejected by the bank and the funds cannot be applied to the account (ACH Return), or when there has been a change to the employee’s direct deposit routing number or account number that was not updated in the system and the bank has to manually change the information to apply the funds (Notice of Change – NOC). In either case, KRONOS will charge a fee of \$ the first time it occurs for each specific employee direct deposit. If the client doesn’t fix the account before the next payroll, and an additional notice from the bank is received, KRONOS will charge an additional \$. Thereafter KRONOS will charge an additional \$ for each notice received on the same employee account.

8. Off Cycle Payrolls \$
 Every scheduled payroll is included in the PEPM charge of \$. This would include the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled bonus payroll (done each quarter, etc.). Off cycle payrolls occur outside this process. These are usually done to fix errors in the current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or "one off" payroll runs. This fee does not apply to manual checks issued by the client.

9. Spilt Distributions \$split

Pay Statements/Direct Deposit Vouchers can be delivered overnight to different locations for each EIN for no additional cost. The Split Distribution fees covers the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same EIN. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi weekly) into one package for distribution. That is not a supported delivery process.

- | | | |
|---|----------|------|
| 10. Amended Returns amendment | \$ | per |
| <p>Filing all applicable payroll federal/state/local tax returns as indicated in this WFR Terms is included in the base PEPM fee of \$. When adjustments are made to prior period payroll transactions that require Payroll Services to create a modified or “corrected” tax return to be filed with the taxing authorities, a fee of \$ will be incurred.</p> | | |
| 11. Mailing Individual Checks document | \$ | per |
| <p>The preferred method of delivery is for each client to have their checks/direct deposit vouchers, W2s and 1099s to be delivered using the client’s FedEx account to central location(s). If the client wants to have the employee’s pay checks, direct deposit vouchers, W2s and/or 1099 statements delivered directly to their home address, this fee (\$) will apply to each form mailed through the USPS and is in addition to the applicable posted fees. KRONOS will guarantee that W2s/1099s will be mailed by January 28th of each year but cannot guarantee that delivery to the employee will occur by January 31st of each year.</p> | | |
| 12. 1095C Printing printed | \$per | form |
| <p>Client’s may request that KRONOS print their 1095C forms at the end of the calendar year. This will require an annual election and clients will be charged the fee above. Forms are only printed on pressure seal stock and shipped to the client for distribution to employees. Clients may also print the forms themselves directly from the Kronos system.</p> | | |
| 13. Payroll Rollback—after Payroll Submission Date request | \$ | per |
| <p>Request initiated by client to rollback a payroll <u>after</u> a payroll submission deadline—each request.</p> | | |
| 14. Reopen Quarter End or Year End request | \$ | per |
| <p>Request initiated by client to reopen a QTR End or YR End—each request.</p> | | |
| 15. QTR Filing – Inactive EIN’s each quarter. | \$return | |
| <p>If the client closes a business during the year and wants W-2’s and year end processing completed this fee will apply. The \$ fee is for each quarter and each return filed with zero returns.</p> | | |
| 16. Quarter Closing Late Fee day/per EIN | \$per | |
| <p>The client closes quarter after the contracted deadline.</p> | | |
| 17. Year End Closing Late Fee day/per EIN | \$per | |
| <p>The client closes year end after the contracted deadline.</p> | | |

18. Reprint of W2 or 1099 reprinted \$per form

Client requests reprinting of a W2 or 1099.

19. W-2 Combined Reporting Print Service — 550 Base Fee +
\$ per Form

Combined W2 forms as may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. IF so elected at the end of each calendar year, KRONOS will provide your W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the client's address unless regular mail is requested. Copies of the forms will not be available to employees in WFR Employee Self Service but will be provided to client in a separate file.



General Kronos Attachments





KRONOS PARAGON

An industry-best deployment that balances excellence and speed

When your organization invests in a workforce management solution, you expect a value-centric deployment that quickly delivers your desired business outcomes. With the traditional “waterfall” approach, it can take weeks or even months to build out a solution and get working software in your hands for review and testing. In today’s competitive business environment, you can’t afford to wait that long. That’s why the Kronos Paragon™ approach is designed to streamline deployment of your Kronos solution in the cloud so you realize faster time to value than ever before. This proven deployment methodology combines innovation, deep domain knowledge, and nearly 40 years of experience working with thousands of customers across industries and geographies to drive business goals and accelerate return on investment.

Kronos Paragon is an iterative deployment approach that leverages best-in-class consulting expertise and proprietary technologies configured for your particular profile — industry, geography, and more — to guide you to smart decisions early in the process. Our methodology is constantly evolving to reflect technological advances, changing regulations, industry insights, and experience working with customers across the globe.

Kronos Paragon features collaborative tools and workspaces that accelerate processes, jump-start decision-making, and provide up-to-the-minute visibility into your project. As a result, you realize true value much sooner than you would with any other workforce management partner. We call this the Paragon effect, a model of deployment excellence.



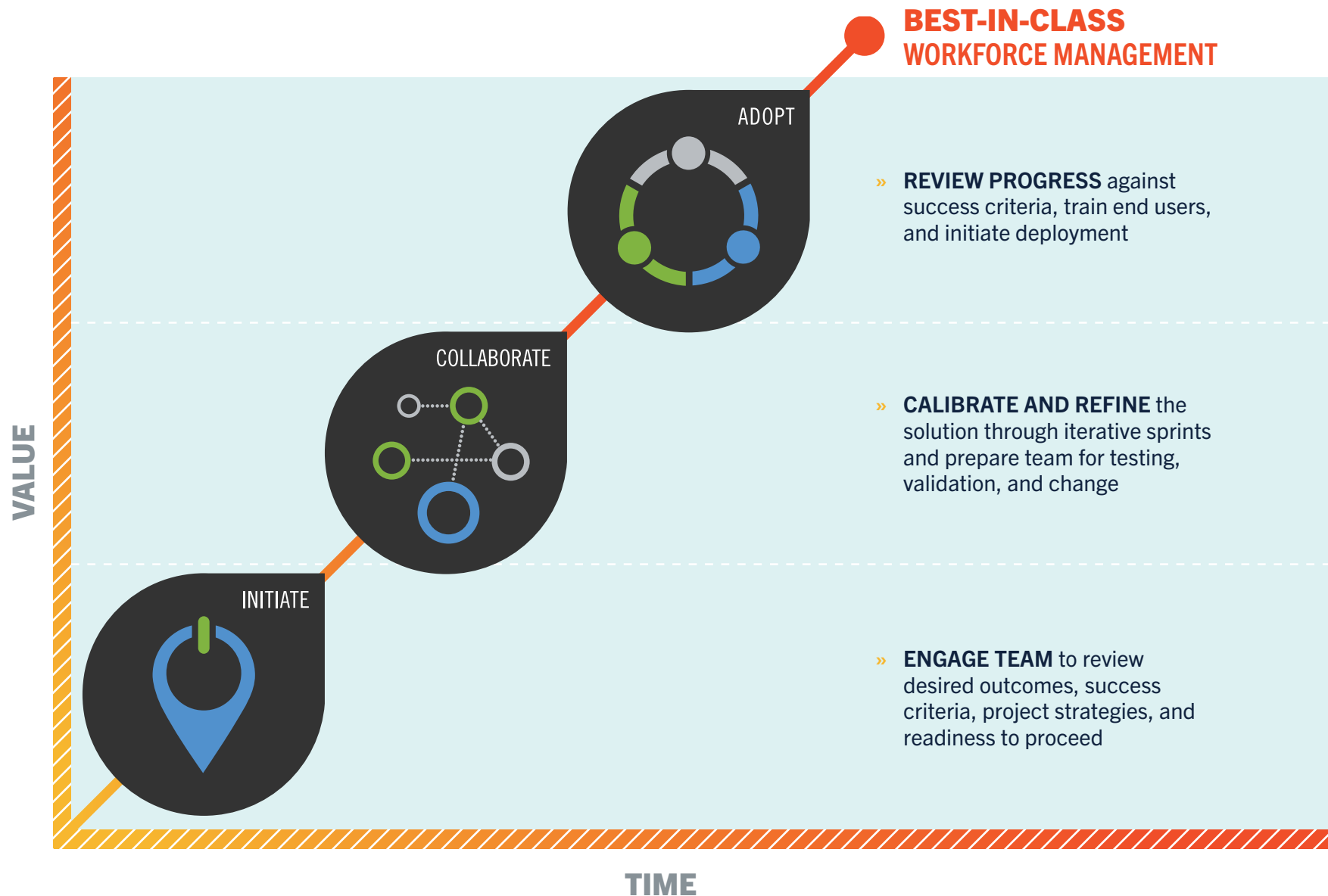
Key Benefits

- » **REALIZE FASTER TIME TO VALUE** with a unique deployment approach that combines unparalleled experience, innovation, best practices, and techniques
- » **ACHIEVE BUSINESS OUTCOMES QUICKLY** through collaboration and recommendations that focus on your project objectives and desired business outcomes
- » **GET HANDS-ON ACCESS** to working software sooner for smarter decision-making and collaborative fine-tuning
- » **STAY UP TO DATE ON ALL ASPECTS OF YOUR PROJECT** using the interactive online workspace and easy-to-understand system documentation
- » **LEVERAGE ACCELERATED TESTING DATA SETS** to speed up testing and validation
- » **PARTNER WITH THE RECOGNIZED INDUSTRY LEADER** in workforce management software and services



A better approach to deploying best-in-class workforce management

Kronos Paragon comprises three key phases designed to help ensure a fast, efficient rollout of your Kronos® solution for the experience you expect.





INITIATE

Set a strong project foundation by:

- » Defining customer-specific outcomes and success criteria
- » Beginning the iterative process of solution development
- » Preparing the project teams for collaboration



COLLABORATE

Drive cooperation among project teams using iterative techniques to:

- » Develop and deliver an outcome-focused customer solution
- » Test and validate that the solution will meet customer needs and deliver immediate value



ADOPT

Prepare for solution delivery and adoption using:

- » Change management processes
- » End-user training programs
- » Proven launch guidelines

Go live with the customer solution

Experience a model of deployment excellence

Kronos Paragon incorporates unrivaled industry expertise, proven recommended practices, and innovative tools and technologies to help ensure fast, successful deployment of your Kronos solution in the cloud:



ONLINE WORKSPACE

A collaborative, interactive workspace, tailored to your desired outcomes, guides you through every aspect of deployment — from building your project team to preparing for collaboration, testing, change management, and rollout. Easy online access to status reports keeps project team members up to date so your deployment stays on track.



INDUSTRY CONFIGURATIONS

Pre-built industry-specific solutions are central to our value-focused deployment approach. By starting with a baseline solution, Kronos is able to present best-practice recommendations and deliver working software configured with your organization-specific business rules faster and more efficiently.



DYNAMIC DOCUMENTATION

Comprehensive, easy-to-understand system documentation — written using clear, straightforward language — provides meaningful context to help project team members understand the solution's design, capabilities, and operation, and how the configuration meets your workforce management requirements and desired outcomes.



ACCELERATED TESTING

Clear strategic direction and thorough team preparation speed up testing and increase accuracy throughout the process. Accelerated data sets reduce the time required for testing and validation, while collaborative online workspaces allow project team members to view the status of testing at any time.

GET THE EXPERIENCE YOU EXPECT — ONLY FROM KRONOS

Ready to become a paragon of your industry? Take advantage of Kronos Paragon and realize true value from your workforce management investment in record time.

Visit www.kronos.com for more information.



Workforce Innovation
That Works™

kronos.com



Kronos Community

Tap into deep experience and inspiring expertise

Welcome to the Kronos® Community! If you're a customer, partner, or product expert, this is the place for you. Looking to connect and collaborate with other Kronos users? Interested in help and training? Eager to share a great idea? The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case and accessing support easier than ever. Streamlined and searchable, the information you need is just a click away.

Thousands of members are already active, sharing product ideas, chiming in on valuable discussions, and collaborating with an engaged network of peers. So come on in — see who's here, and share your voice. Explore this comprehensive Community that we've designed with your workforce success in mind.

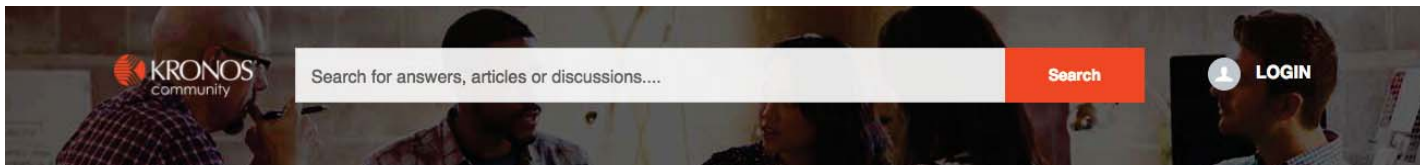
First-time users:

Coming to the Kronos Community for the first time? You'll need to register as a new user, even if you were a member of the now-retired Kronos customer portal.

To register and log in, visit <https://community.kronos.com>, and click on the Login button on the top-right corner of your home page. Then, select Not a Member on the Login screen. Provide your solution ID, and fill in your identifying information. Within moments, you'll receive an email that asks you to set your password. Once you do so, you'll be good to go.

 **Kronos
Community Login**

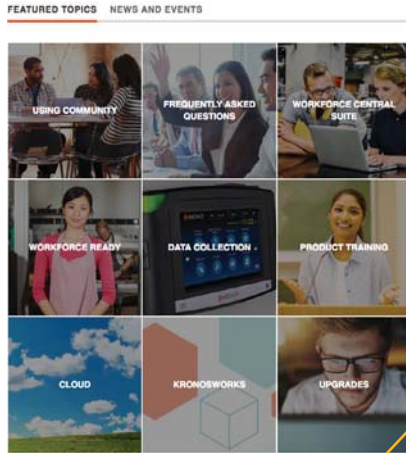
Not a Kronos customer yet?
We're happy to provide access to read-only content like how-to articles, Answers, and Discussions without your having to log in. Click the link above or go to <https://community.kronos.com>.



Highlights of the Kronos Community

Topics

The Topics page is your go-to place for detailed, easily navigable product searches. For quick access to the product info you need, click Topics on the top left of the homepage, and then select your product subtopic. From there, type your search term into the global search bar and choose to search just that subtopic for the most relevant results. Plus, check out Featured Topics, prominently displayed on the homepage.

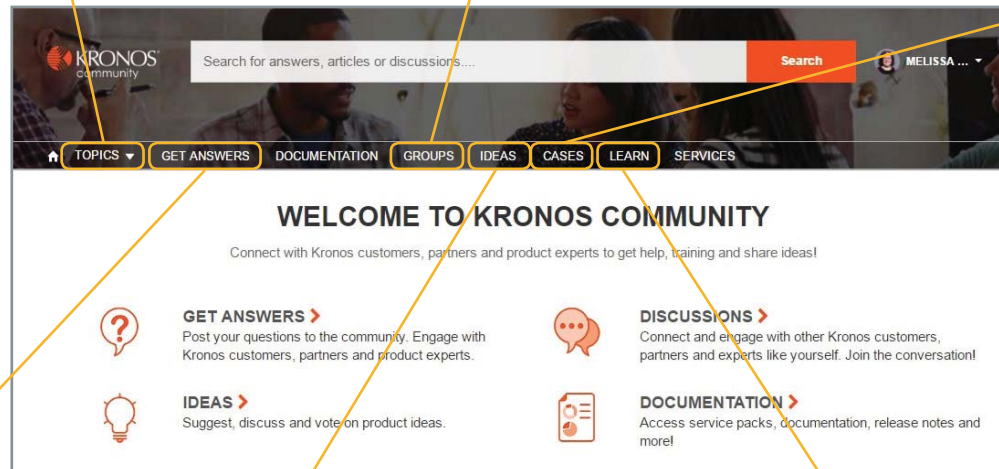


Groups

Connect with Kronos customers, partners, and product experts in groups that are organized by product, industry, or special interest. With hundreds of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.

Cases

Creating a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. You can also add attachments to a case as you create it. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.



Search and Get answers

Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more. Or, to submit a question to Community peers, post it to the Get Answers section.

Ideas

Have ideas for product or Kronos Community improvements? We're all ears. Add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.

Learn

Looking for Kronos training, thought leadership newsletters, and expert insight blogs? They're all here. This is also where you access Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which provides timely, high-quality information through Wolters Kluwer.

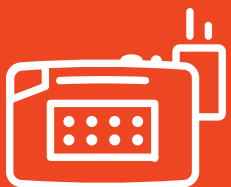
Still not convinced the Kronos Community is for you?

[Take a quick tour](#) to see it in action. Or check out a detailed [walk-through webinar](#) demonstrating how Community can help you collaborate, get quick answers to your questions, and tap into the full value of your Kronos solution.



Kronos InTouch

Built for today's modern workforce.



Welcome to **intuitive**. Welcome to **integrated**. Welcome to **InTouch**.

 Learn more

 Watch Video

Intuitive. Integrated. Kronos InTouch.

Over the past 10 years, the worlds of workforce management and technology have fundamentally shifted — from tactical solutions to fully integrated, intuitive partners in your success. But time clocks, a fundamental tool used to track and manage the workforce, weren't keeping up with, well ... the times. *Until now.*

The Kronos InTouch™ provides an unrivaled user experience that reshapes the way you think about — and the way employees interact with — your workforce management system. All through a simple touchscreen time clock designed to meet your needs of tomorrow, today.

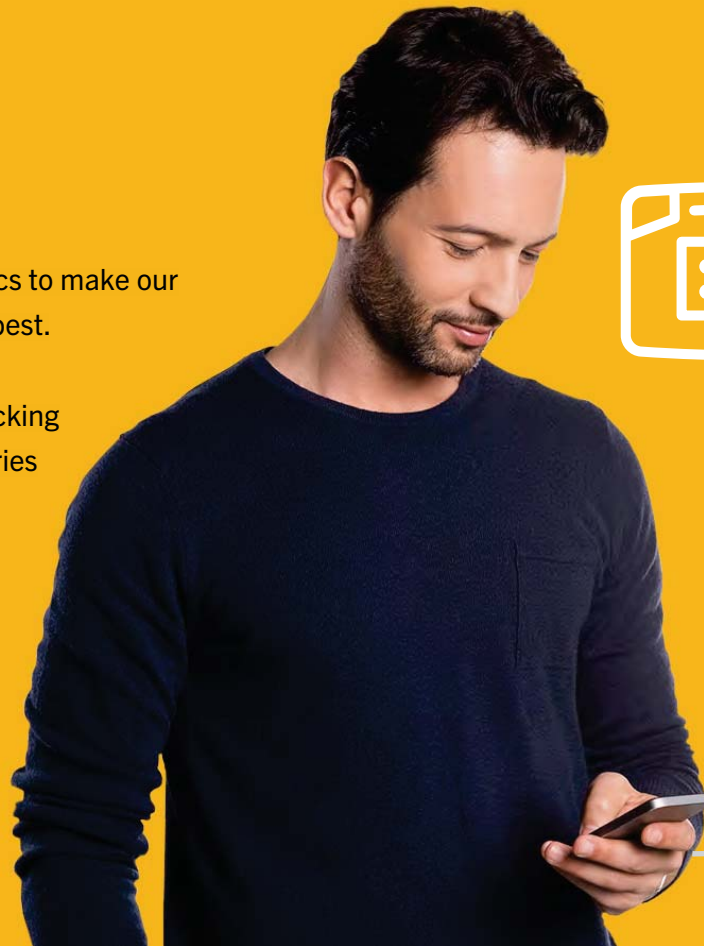
Can it really be this easy?

If the Kronos InTouch looks familiar, **it should.**

We've taken design cues from today's most intuitive consumer electronics to make our time clock easy for you and your employees to use. It's innovation at its best.

Even the basics of employee self-service have been simplified. From clocking in with a quick scan of a badge to selecting your language of choice, entries are instantly verified for accuracy. And with biometric identification capabilities, "buddy punching" can be prevented to help control labor costs associated with inflated payroll.

The modern design and simplicity of Kronos InTouch allows instant engagement and action through intuition. Which translates to faster employee adoption, less wasted time, and improved productivity. Simple? Yes. Too easy? Never.



Ready to do more with integration that's seamless?

Sometimes you can achieve more, **by doing less.**

The Kronos InTouch integrates seamlessly with your workforce management suite, allowing employees to easily check accrual balances, request time off, view schedules, and much more. Managers spend less time on administrative duties and more time on critical workforce tasks.

That same power of integration means Kronos InTouch is smart enough to know whether an employee is logging in or logging out, preventing unapproved time before or after scheduled shifts and potentially inaccurate punch records. Integration also means employees can view and confirm their timecards in real time. And with the Department of Labor's increased scrutiny of hourly employee records, InTouch becomes an important tool for recording employee time and defending against potential class-action lawsuits.

With seamless integration, InTouch provides real-time self-service and guided decisions that increase workforce productivity. Do more. Achieve more. All with an innovative time clock built for today's workforce.

Who said the clouds are out of reach?

Reach beyond your goals and Kronos will be there to help you achieve them.

InTouch was designed for today's cloud computing environments, with device-initiated communications capabilities that allow the clock to work over the open internet and through firewalls. All while protecting your data using secure https communications. So if your goals are to get to the height of cloud technology, we'll help you get there.

Cloud applications demand secure devices that can be accessed anytime and from anywhere. And one of the most powerful and unique capabilities of InTouch is its ability to be monitored and controlled from a remote location. Voice over Internet Protocol (VoIP) phone support allows employees to quickly report a problem right from the clock so that a representative can then remotely monitor and control the device to troubleshoot and correct any issues.

Today's devices demand communication capabilities that keep information flowing. And to keep your business running efficiently. Even when you're in the cloud, you're never too far out of reach for InTouch.

Want to extend your capabilities beyond boundaries?

Promote productivity with a tool that allows your team to work beyond boundaries.

Kronos InTouch extends your capabilities to improve productivity. It's built to be used as a multi-purpose tool that works for you 24/7, even when it's not tracking punches. Our time clock's open and secure Android®-based platform allows you to display virtually any content directly to the device at any time. Use InTouch to play a video message. Display a message from the CEO on the built-in screensaver. You're limited only by your imagination.

Use the embedded browser on InTouch to access information directly from your internal systems. Or build a native workflow. The flexibility of InTouch allows you to design special transactions that meet your company's specific needs. It's just one more way Kronos helps you improve the productivity of your frontline workforce.

Push your boundaries. Find out what a multipurpose time clock is capable of. The extensible nature of InTouch allows you to imagine where you want to go. And then takes you there.

Enrolled in the school of hard knocks?

For over 30 years we've built a reputation for providing the industry's **most durable time clocks.**

We know your employees can be working in some of the toughest, grimmest environments out there. But your tough work environments are our classrooms.

We've taken what we've learned from our customers and built the InTouch to withstand more than a few hard knocks. Our InTouch design team has gone to great lengths to use only the most proven and durable technology.

We're not afraid to get down and dirty. We welcome the daily punishment your team can deliver. Rest assured we've built InTouch to meet your needs and perform flawlessly. For years to come.



Kronos InTouch™



Key Features

Optional Wi-Fi capability

Use Wi-Fi for faster and easier clock installations and to replace antiquated technologies that don't use Ethernet cables.

Large 7" touchscreen with wide VGA full-color LCD

A simple, intuitive, and unrivaled user experience that delivers an unprecedented level of functionality for faster adoption and improved productivity.

Real-time alerts at the clock

Notify employees of urgent items that require their attention when they punch in.

Optional biometric identification and verification for increased payroll accuracy

Prevent employees from "buddy-punching," or take a leap forward in security. InTouch incorporates biometric technology to validate an employee's identity without easy-to-lose or forget badges or PINs.

Support for all major badge formats, including new smart card

You want choices? Select the InTouch model that works best for your organization.

Language selections support employee preferences

InTouch was designed from the ground up to be multilingual, with multiple languages supported simultaneously.

Slim-profile enclosure

While the touchscreen may be big, the terminal itself is anything but. Just like the powerful technologies we carry around in our pockets, it's durable and reliable, and yet easy on the eyes.

Optional battery pack expansion

Keep everything moving in the event of a power outage with the InTouch battery pack.

Easy-to-understand LED indicator

Using the badge technology of your choice, each punch is instantly processed and accompanied by an audible tone and a bright light indicator for quick interpretation.

Kronos InTouch Device Specifications

User interface	<p>7" color wVGA Rugged, 5-wire resistive touchscreen Multicolor LED indicator Speaker and microphone</p>									
Available integrated readers and supported card technologies	<p>Integrated bar code badge reader Integrated magnetic stripe card reader Integrated EM4102 proximity card reader Integrated HID proximity card reader</p>	<p>Integrated contactless smart card reader with support for the following technologies:</p> <table border="0"> <tr> <td>HID™ iCLASS™</td> <td>HID™ Mobile Access® via NFC</td> </tr> <tr> <td>HID™ iCLASS SE™</td> <td>HID™ iCLASS™ Seos™</td> </tr> <tr> <td>MiFare Classic</td> <td>MiFare DesFire EV1</td> </tr> <tr> <td></td> <td>FIPS 201 PIV</td> </tr> </table>	HID™ iCLASS™	HID™ Mobile Access® via NFC	HID™ iCLASS SE™	HID™ iCLASS™ Seos™	MiFare Classic	MiFare DesFire EV1		FIPS 201 PIV
HID™ iCLASS™	HID™ Mobile Access® via NFC									
HID™ iCLASS SE™	HID™ iCLASS™ Seos™									
MiFare Classic	MiFare DesFire EV1									
	FIPS 201 PIV									
Communications	<p>10/100 Mbps auto-sensing Ethernet with DHCP, https TLS 1.2, IPV4, and IPV6 support Optional wireless 802.11 b, g, or n 2.4 GHz with WPA, WPA2 Personal, and WPA2 enterprise security</p>									
CPU type	<p>TI OMAP 4460 Dual Core 1.2 GHz</p>									
Memory size	<p>2GB Micro SD Card, 512MB NAND Flash, 1GB RAM</p>									
Power	<p>100V–240V, 1.5A max, internal or external transformer Integrated Power Over Ethernet Plus (802.11at)</p>									
Environment	<p>Operating temperature: 0°–40° Celsius Storage temperature: -20°–70° Celsius Humidity: 10%–95% noncondensing</p>									
Dimensions	<p>10.75" wide x 6" high x 4" deep (standard configuration) 10.75" wide x 6" high x 2" deep (slim configuration)</p>									
Enclosure	<p>Rugged polycarbonate/ABS resin</p>									
Shipping weight	<p>5 lbs.</p>									
Options	<p>Touch ID and Touch ID Plus finger-based biometrics components External proximity reader External linear imager bar code scanner Backup battery Universal relay Wi-Fi and BLE adaptor</p>									
Operating System	<p>Android OS</p>									

Kronos® is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works™**.

Put Kronos InTouch to work for you:
+1 800 225 1561 | kronos.com/intouch



www.kronos.com

Equipment Support Services

Protect Your Kronos Time Clocks — and Your Peace of Mind

Don't let time clock downtime lower the return on your workforce management investment. Kronos Equipment Support Services is ready to help with complete Kronos time clock support for your solution — as much or as little as you require. Whether you need a replacement device sent to you overnight, can use a backup unit while we repair a faulty one, or simply want access to device software updates, there's an Equipment Support Services option that meets your unique needs.

With Kronos Equipment Support Services you can have confidence that your Kronos time clocks are both secure and fully up to date. Managers and employees can count on the devices working properly when they need them, and you can minimize disruptions caused by hardware problems.



Key Benefits

DEPOT EXCHANGE

- » Replacement unit shipped for next business day delivery
- » Minimize the number of spare time clocks needed
- » Includes access to equipment service packs

DEPOT REPAIR

- » Cost-effective solution for those who keep their own inventory of spare time clocks
- » Includes access to equipment service packs

DEVICE SOFTWARE MAINTENANCE

- » For those who choose to manage their time clock repair
- » Includes access to equipment service packs



Equipment Support Services Options

Depot Exchange

If you experience time clock problems that can't be solved through remote fault isolation, for a speedy response to your emergency, Depot Exchange sends you a replacement on an advance exchange basis. You simply report the faulty time clock to your Kronos Support Services group and we'll send you a replacement time clock right away. If we can't resolve the issue remotely, we'll send you a replacement unit in exchange for the malfunctioning unit. This service option includes access to equipment service packs/firmware updates available on the Kronos Community.

"Having Depot Exchange as part of our contract has made managing 46 devices spread out around the country easy. I know that I can call anytime we experience a problem and get a replacement."

Kronos Healthcare Customer

Depot Repair

When time clock problems can't be solved through remote fault isolation, you can send us your device for repair. Depot Repair is a cost-effective maintenance service that helps to ensure continuity of your equipment. This service option assumes you maintain a small stock of replacement units and have the capability to swap out faulty devices. When you experience a time clock problem, simply report the faulty device to your Kronos Support Services group, and we will attempt to resolve the issue remotely. If the problem can't be fixed remotely, simply return the device to us for repair. We'll ship the repaired device to you within 10 working days of receipt at Kronos. A replacement unit is not provided with this option. Depot Repair includes access to equipment service packs/firmware updates available on the Kronos Community.

Device Software Maintenance

For those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates, Device Software Maintenance is an ideal choice. This service option lets you download equipment service packs from the Kronos Community to ensure that your time clock software is always up to date. This option does not include any repair or exchange services.

"It is hard to argue that a replacement clock being delivered within 24 hours is less than satisfying. Depot support is great."

Kronos Hospitality Customer

Get the experience you expect

Kronos offers the domain knowledge and technical insight to recognize opportunities for improvement that will help unlock the full value of your workforce management solution. The easy-to-own workforce management solutions and services from Kronos make complete automation and high-quality information a reality and deliver the experience you expect.

"The case was processed efficiently, with the end result that the time clock was sent in for repair, repaired, and returned quickly."

**A Kronos Manufacturing Customer
who used Depot Repair**



Workforce Innovation
That Works™

www.kronos.com

Kronos Technical Account Manager

Your single point of contact for technical support expertise

The Technical Account Manager (TAM) is a senior-level technical resource assigned directly to your account, providing technical support expertise gained through years of experience supporting Kronos products and working in the software industry.

Among the services they provide:

- Facilitate rapid case resolution to maximize system availability and efficient business operations
- Offer insight into support issues experienced by other Kronos customers, helping you avoid the same situations
- Serve as your internal Kronos advocate, representing your interests so that your unique needs are met
- Conduct regular status calls to review issues lists
- Work with your team to keep the Kronos environment set for optimum efficiency

Frequently asked questions

Q: Does the TAM support other clients?

A: TAMs are dedicated resources for the customer, but not exclusive.

Q: How many customers does a TAM support?

A: A typical TAM supports five Kronos customers.

Q: If I don't want to use the Kronos standard remote access tool (GoToAssist), will the TAM use our preferred method for remote access to our system?

A: Yes, this is another feature of the Premium Plus service. We support whatever method of remote access you require.

Q: Do I contact standard Global Support if my TAM is out?

A: No. Every customer with a primary TAM is assigned a backup TAM. Your backup TAM will be familiar with your environment and well-positioned to assist during those times when your primary TAM is unavailable.

Q: How many contacts can I designate to work with my TAM?

A: You may have five contacts from within your organization.



The advantages of a TAM

» YOU CAN LOG SUPPORT ISSUES VIA YOUR PREFERRED METHOD:

- Email or call your TAM directly
- Log tickets via our Kronos Community (Case Management)
- Your TAM is notified of incoming support tickets as soon as they are logged into the Kronos system

» YOUR TEAM HAS TO EXPLAIN TECHNICAL ISSUES ONLY ONCE:

- No need to work through different tiers of support teams
- Additional technical resources will be brought in to resolve the issue as needed
- Your TAM gets to know you and your business so they are one step ahead of the problem-resolution process

A Workforce Management Global Approach

Drive standardization across your global workforce management environment

Global workforce management is a complex undertaking. Siloed business processes, disparate architectures, integration challenges, inconsistent training approaches, and varying organizational structures can stand in the way of implementing a centralized and unified workforce management program that spans your global operations. Without standardization, it can be difficult to support and maintain your workforce solution, drive process consistency and repeatability, and control administrative costs for maximum return on investment (ROI).

Whether you're deploying Kronos® Workforce Central® globally for the first time, expanding to multiple geographies, embarking on a standardization program, or simply looking to extend the value of your investment, a global approach can help. This engagement is designed to assess the current and future state of your workforce management program and provide a solution framework that aligns with your global footprint and enterprisewide strategic vision moving forward. And it helps drive standardization — to the greatest extent possible — across your workforce management environment to improve global visibility, achieve economies of scale, minimize compliance risk, and reduce total cost of ownership (TCO).

Scope and approach

This approach comprises a series of workshops, facilitated by your Kronos strategic advisor, to assess and/or define the following components of your global workforce management program:

- Process definition by role
- Foundational configuration elements
- Technical and integration strategies
- Education approach by geography

Your Kronos team, which includes a global program manager and a strategic advisor, works closely with your leaders to develop a global workforce management program framework, define governance, and support your organization with effective change management strategies. The team members leverage their extensive industry experience and domain expertise to gather pertinent information and identify key opportunities, challenges, and risks. In addition, they apply best practices and make actionable recommendations to set you up for global workforce management success — even as you expand to new geographies.



Key Benefits

- » **IDENTIFY AND ADDRESS GLOBAL RISKS** and challenges up front to reduce future deployment costs and minimize rework
- » **DRIVE STANDARDIZATION** across global workforce strategies, processes, architectures, integrations, configurations, and educational materials
- » **DEVELOP A GLOBAL FRAMEWORK** and strategic vision for timekeeping, forecasting, and scheduling to “future proof” your workforce management investment
- » **ACCELERATE ROI** with standardized processes, a streamlined deployment and support model, and effective change management initiatives
- » **REDUCE TCO** through centralized governance, simplified deployment, management, and support, and lower administrative costs across all geographies

The engagement focuses on those workforce management areas — time and attendance, forecasting, and scheduling — where standardization efforts can deliver the greatest value. With a comprehensive global framework in place to address business processes, roles and responsibilities, naming conventions, technical architecture, system configuration, integrations, and education strategies, you can achieve high levels of standardization right out of the gate. As a result, your organization can focus more time on meeting local legislative requirements and cultural mandates. The results? Faster global deployment, consistent end-to-end processes, and more cost-effective support and management.

Engagement deliverables

After working with key stakeholders to gather critical information, understand your business requirements, assess your current workforce management processes, and define a unified global workforce management framework, your Kronos team compiles and presents the following deliverables:

- **Global business processes and roles:** A detailed breakdown of the business processes and personas/roles within your workforce management environment, which helps drive consistency and repeatability across all global deployments
- **Global parameters:** A comprehensive description of organizational structure, reporting requirements, naming conventions, and other standards for timekeeping, forecasting, and scheduling, which addresses how the core solution will be configured and deployed to meet the global business process and role requirements
- **User interface design:** Clearly defined user interface standards, which help drive consistency in how users navigate functions, complete tasks, access information, and run reports within Workforce Central across geographies
- **Education strategy:** A repeatable training approach, including role-based curriculum, materials, and learning paths for each geography, which helps optimize adoption and proficiency

Typical duration

The Workforce Management global engagement typically takes about 10 to 12 weeks from initial meetings to final sign-off on the global framework.* This time frame takes into account the client-side effort involved in defining governance, establishing agreed-upon processes, and mapping roles/personas to specific steps within each process. Build, reconfiguration, and integration work required to put the approved framework design in place falls outside the scope and time frame of this engagement.

**This time frame represents an average based on our experience with engagements of this type with Kronos customers. The duration of your engagement may vary.*

Client participation

Active client involvement, including executive-level sponsorship and support, is critical to a successful engagement. In addition to executive leaders, key client participants may include regional and global decision makers from human resources, payroll, finance, information technology, and operations as well as frontline managers and business analysts.

Partner with the trusted leader

Kronos is a leading provider of workforce management and human capital management cloud solutions.

Kronos Services provides a wide range of strategic services that help customers achieve smart value fast and accelerate return on their workforce solution investment — all while delivering the experience they expect. Learn more at www.kronos.com/services. **Kronos: Workforce Innovation That Works™**.



Workforce Dimensions Specific Attachments



Regular

38:30



Safety

12:00

Jury duty

7:30

Overtime

5:00

Sick

4:00

My Time Summary

Sort by Status

Insulet corp. Over budget Time Entry

13:45 of 12

Ansell Ltd. 1:15 remaining

5:45 of 7

Elekta AB 4 remaining

6 of 10

Resolve system malfunctions

Enter time

Submit Start timer

My Timecard

Manage Leave of Absence

Employee

Adams, Eliza

Go

Go to Leave of Absence

Manage Attendance

13 policy actions are require

Adams, Eliza (Verbal Warning)

Go to Attendance Details for

Select an employee

Go to Attendance

Workforce Dimensions

Built from the ground up to manage the workforce of the future today

Sat 19	Reg (8h) / 09:00a - 05:00p
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Sun 20	Vacation / Full Day
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Welcome to the Future of Workforce Management

Breakthroughs in technology affect nearly every dimension of our lives, from how we interact with friends to how we run our organizations. We are now more connected, collaborative, and dependent on information for better insight and outcomes than ever before.

With huge amounts of data passing through billions of devices around the world (and growing), the ability to stay connected and leverage these vast stores of data is redefining what's possible for today's organizations — from accessing new markets and developing new products to offering better customer service. And new innovations help meet these challenges.

Workforce management innovators are harnessing the power of evolving technologies in four key dimensions — **cloud**, **mobile**, **data science**, and **social** — to develop tools that increase productivity and drive better business outcomes.

However, despite all the ways in which new technologies are changing the way we work, there remains one constant: **people**. Organizational success depends on this invaluable resource — because the more new technologies expand our vision, the more we need an engaged workforce to make that vision a reality.

That's why we created Workforce Dimensions.

In this guide, you'll learn more about this exciting advancement in workforce management and how you can engage and inspire your people to more fully realize your organization's goals.



New
Dimensions
in Work



Work in a
Modern Cloud



Work
Your Way



Work
Smarter



Customer
Success



New Dimensions in Work

The automation of critical workforce processes such as timekeeping, scheduling, and leave management is still at the core of the most effective workforce management solutions. But to be future-ready, a new solution needs to leverage the latest smart technologies.

Based on our long history of delivering workforce innovation, **Workforce Dimensions™** represents the next generation of workforce technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: your people.

Supported by our decades of domain knowledge and powered by our industry-first **Kronos D5™ platform**, Workforce Dimensions provides a breakthrough employee experience and an unprecedented level of operational insight into your workforce management practices, allowing you to:

- **Work in a Modern Cloud** that leverages new technologies and works seamlessly with your existing systems
- **Work Your Way** to empower and engage your workforce — from any place on any device
- **Work Smarter** by streamlining workforce management practices and providing insights for delivering better business outcomes





Work in a Modern Cloud

A platform for the next generation of workforce management



It was clear in the earliest development of Workforce Dimensions that traditional platform architectures would not be sufficient to power its advanced capabilities. **So we built one.**

As the foundation of our future-ready solution, the Kronos D5 intelligent cloud platform delivers such industry firsts as:

- A **robust API and integration framework** that provides extensibility and simplifies integration with other systems with time-saving prebuilt connectors for people, payroll, accruals, and more.
- **Artificial intelligence** that drives smart, predictive solutions, including powerful k-means clustering algorithms to identify compliance risks in real time, and market-leading machine learning applications that dramatically improve forecast accuracy.
- Blazing fast **in-memory cloud computing** that offers immediate insight into critical cost, compliance, and productivity metrics by delivering real-time computations at massive scale.
- A **flexible domain model** based on decades of workforce management experience that provides flexibility and consistency across the suite to help you solve even the most complex business problems from anywhere in the application.
- A **unified information architecture** that gives you complete data access for on-demand reporting and analysis — with no need for special technical expertise.

In addition, Kronos D5 powers Workforce Dimensions in the Google public cloud, leveraging Google's substantial investments in global infrastructure, security, and ongoing innovation.



Work Your Way

The functionality you need, when and where you need it

Today's multigenerational workforce expects a personalized technology experience that helps them be productive and engaged during their workday — and it needs to be as familiar and intuitive as the applications they use outside of work. Workforce Dimensions delivers:

- **A consumer-grade experience** for your entire workforce through an attractive, intuitive user interface and easy personalization. The system allows you to get the data you want, exactly how you want it. You can follow employee information through each application and make changes at any point, and perform the most frequent workflows with a minimum number of clicks.
- The ability to **work anywhere on any device**, thanks to a mobile-first responsive design standard that lets you transition seamlessly from desktop to tablet to phone.
- **Collaborative scheduling** that gives employees and managers more input into and control over how their schedules are built. Employees can set work preferences using an intuitive map interface and other familiar visual cues; managers can create best-fit schedules and easily navigate challenges such as aligning labor to demand and balancing workload.
- **Timekeeping for salaried employees** that simplifies tracking of duration-based, project-based, and nonworked time for professionals and adds convenient calendar integration with Microsoft Outlook.
- The ability to meet **industry-specific requirements** to help you reach your specific objectives for productivity, compliance, cost control, and employee engagement.





Work Smarter

Predictive capabilities to better anticipate needs and issues

Workforce Dimensions can help solve some of your most critical workforce management issues by providing proactive insights and recommendations before potential issues negatively affect engagement and the bottom line. It has the predictive capabilities you need to make smarter, faster business decisions.

Workforce Advisor: The personal digital consultant for the workforce

Workforce Advisor brings the intelligence of consumer technology to workforce management. It automates routine, time-consuming manager decisions by aggregating data across multiple sources, analyzing that data, and acting on it. And the system is designed to constantly learn and improve to help solve increasingly complex problems for managers each day.

Real-time compliance management that helps prevent problems before they happen

Workforce Dimensions provides visibility into potential compliance risks with real-time projections that predict possible violations before they occur, automatically helping to keep your organization in regulatory compliance — and freeing up valuable time for managers.

Analytics: Now anyone can be a data scientist

Real-time KPIs are as simple as turning on the ones you want and having the system calculate them immediately — with no long implementation times or learning curves. Workforce Dimensions Dataviews allow you to access and analyze data by employee, organization, and project using easy Excel-like functionality. You can sort, filter, group, and calculate data to discover trends and visualize using charts and graphs displayed right in the Dataview.

Forecasting so accurate, your schedules will be close to perfect

Workforce Dimensions applies machine learning via the powerful Kronos D5 platform to analyze historical trends, learn from that data, and constantly update the system to provide more accurate and efficient forecasting and scheduling. Predict sales and labor with unprecedented accuracy with schedules that provide optimal coverage — helping to control costs, improve customer service, and drive your business.





Customer Success

Committed to ensuring Workforce Dimensions meets your needs

Delivering an outstanding customer experience that's **proactive, personal, and proven** is our number one priority at Kronos. So when you implement a Kronos® solution, you get our Customer Success promise that we won't just send you off into the sunset with a map and a "good luck!" We'll guide you to workforce management success, and then hop in the passenger seat to make sure you stay on track, informed, and empowered to move forward with everything you need to succeed.

Kronos Standard Success is our benchmark customer success plan that is included with your product license and provides the coverage, resources, and reporting you'll need to optimize productivity and performance, including:

- **24/7 support for infrastructure outages:** Always-on maintenance for application availability and outages
- **Kronos Community access:** Self-solve issues, access Knowledgebase articles, and open support cases
- **Local Time Zone Support:** 8-5 callback support and two-hr email response time to cases M-F
- **In-Context Support:** Screen-specific, built-in product assistance
- **Kronos KnowledgeMap™ Learning Portal:** Access to self-paced eLearning and webinars
- **Access to Customer Success:** Partner with an industry-specific advocate and advisor who will help you achieve your desired business outcomes
- **Customer Health Monitoring:** Evaluate customer experience metrics so Kronos can proactively identify and address potential issues
- **Success Reporting:** Automated success dashboard provides usage data and success tips

"Workforce Dimensions has enhanced our Housing & Dining services employee experience. It's easy to use, helps improve compliance, and facilitates better decision making."

Chris Mullen, director of HR
Housing & Dining Services, University of Colorado Boulder

WORKFORCE DIMENSIONS™



Every dimension is designed to help you optimize your most valuable resource

Kronos has a long history of delivering workforce innovations that help organizations manage technological change and shape their future of work, making us uniquely qualified to envision next-generation solutions that leverage new dimensions in work. **And it is this vision on which Workforce Dimensions is built.**

Whether your goals are to increase productivity, improve compliance, control labor costs, or achieve better business outcomes through engaged employees, you can rely on Kronos more than any other vendor to help manage your workforce. And with Workforce Dimensions, you now have the technology tools you need — built on the vast power of evolving technologies — to manage your workforce of the future today.

"Workforce Dimensions delivers a modern, intuitive, mobile-first SaaS experience, which we believe will empower managers and employees in our fulfillment center and 450 stores to make better, faster business decisions — ultimately providing a better experience to our customers."

Connie Fumich, director of IT
Things Remembered

Put Workforce Dimensions to work for you:
+1 800 225 1561 | [kronos.com/workforcedimensions](https://www.kronos.com/workforcedimensions)



www.kronos.com

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Workforce Dimensions

Salaried Timekeeping

A Professional and Efficient Solution Designed for the Salaried Worker

Today, many salaried workers who need to report their time must use an hourly timecard that is far more feature-rich than they need for their daily tasks. The Workforce Dimensions™ timekeeping solution is built specifically for employees who need to track time so they can get in and out of the system as quickly as possible.

Key Benefits

» CONTROL LABOR COSTS

- Automatically apply work and pay rules to reduce payroll inflation
- Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks

» MINIMIZE COMPLIANCE RISK

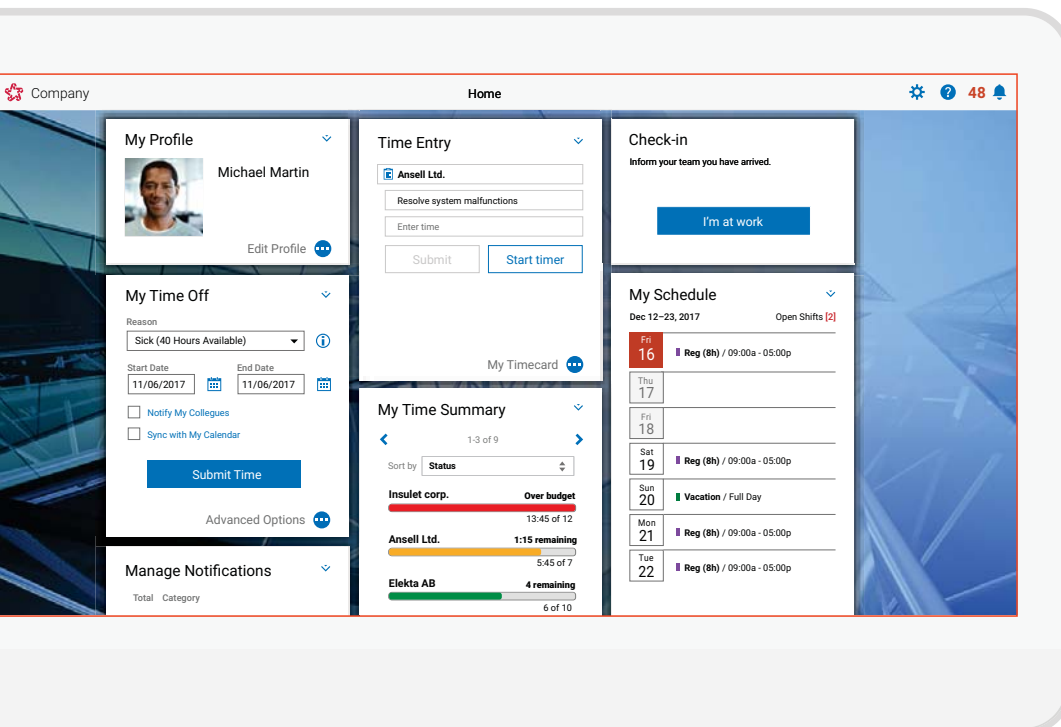
- Centrally enforce regulatory guidelines such as FLSA, FMLA, and ACA
- Provide accessibility that meets WCAG 2.0 Level AA guidelines

» IMPROVE WORKFORCE PRODUCTIVITY

- Automate and streamline time-consuming administrative tasks
- Gain real-time visibility into workforce data for improved decision making

» ENGAGE EMPLOYEES

- Built responsively and device-agnostic so employees can access their projects anywhere on any device — mobile or tablet
- Salaried-specific timecard allows users to get in and out of the system quickly



Workforce Dimensions Timekeeping provides a personalized home screen for salaried workers where they can view and access the information relevant to their jobs. Employees can check in to work instead of punching in on a device. They can also access their project timecards, report time out of office, and manage any notifications right from their home screens.

Project Tracking View | Single Screen Experience

Wed 12/04

3:00

3:00

3:00

\$ 87.00

9a - 5p

Project	Mon 12/02	Tue 12/03	Wed 12/04
Home	8:00		3:00
NV/drafting engineer > Hydro-NY > development			
Hydro-NY > drafting		4:00	3:00
Hydro-NY > maintenance		4:00	3:00
Home: Sick			
Home: Mileage			\$ 87.00
...danger_pay > 123456 > turbine maintenance, replace blades/ Absent without Leave Hours			
Schedule	9a - 5p	9a - 5p	9a - 5p

A project-tracking view makes entering time against projects a breeze. The simple and intuitive Workforce Dimensions Timekeeping user experience provides a project-centric view of work so salaried workers can simply choose the project and enter their time. No complex data to sort through — it can all be done in one or two taps.

Project Tracking View | Microsoft Office Integration

The project-tracking view also captures nonwork time such as vacation and sick time. And with Microsoft Outlook integration, employees can inform both the system and their team when they're out of the office. Outlook integration allows them to notify colleagues, block their calendars, set out-of-office messages, and more.

My Time Off

Reason: Sick (40 Hours Available)

Start Date: 11/06/2017

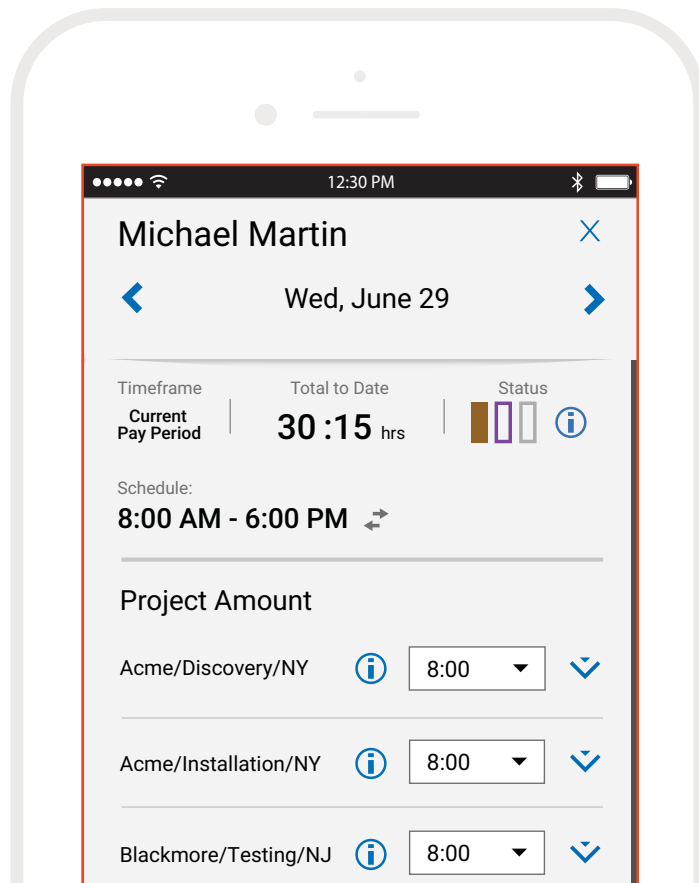
End Date: 11/06/2017

Notify My Colleagues

Sync with My Calendar

Submit Time

Advanced Options



Professional workers can access the features of their desktop project timecards right on their mobile phones for an experience so easy they may forget they're working on their timecards!

Employees in the field can enter time on site when the work is done, instead of waiting to get back to the office, for improved accuracy.

About Workforce Dimensions

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage the workforce can bring to your bottom line. That's why we developed **Workforce Dimensions** — a new solution that reimagines what's possible in modern workforce management and human capital management technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.

Put Workforce Dimensions to work for you:
+1 800 225 1561 | kronos.com/workforcedimensions

Workforce Dimensions

Hourly Timekeeping

Automate Time and Attendance Tracking for Bottom-Line Results

Your organization’s most valuable asset — labor — is also its most controllable expense. Yet relying on manual, semiautomated, or disparate systems to track employee time and attendance could make it difficult to manage labor expenses or gain visibility into costly trends and activities.

The Workforce Dimensions™ Hourly Timekeeping solution is built specifically for reducing payroll errors and costly overtime for hourly employees. It helps improve workforce productivity by reducing manual, time-consuming administrative tasks so your staff can focus on more value-added activities.



Key Benefits

» CONTROL LABOR COSTS

- Easily view timecards and see exceptions such as missing, early-in, and late-out punches
- Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks

» MINIMIZE COMPLIANCE RISK

- Centrally enforces regulatory guidelines such as FLSA, FMLA, and ACA
- Provides accessibility in accordance with World Wide Web Consortium Accessibility Guidelines (WCAG) 2.0 Level AA to improve overall usability for employees with changing abilities

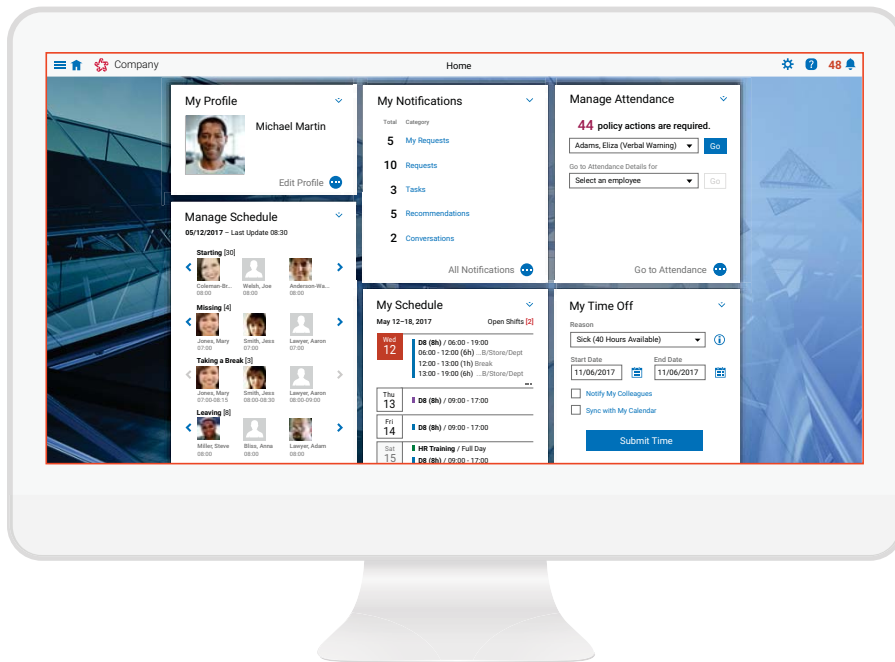
» IMPROVE WORKFORCE PRODUCTIVITY

- Automate and streamline time-consuming administrative tasks
- Improve decision making with real-time workforce data visibility, including Dataviews and reports

» ENGAGE EMPLOYEES

- Built responsively, device-agnostic, and optimized to deliver features across mobile and tablet for use anywhere
- One-click actions allow users to perform simple tasks quickly

View critical information at a glance



Workforce Dimensions Hourly Timekeeping improves the efficiency of major workflows. Users can accomplish frequent tasks in one click directly from the home page. On the home page is a personalized home screen where users can see and access the information relevant to their daily jobs, such as punch in, edit and approve time, and report time out of office, and manage any notifications directly from the screen.

See relevant information in a familiar format

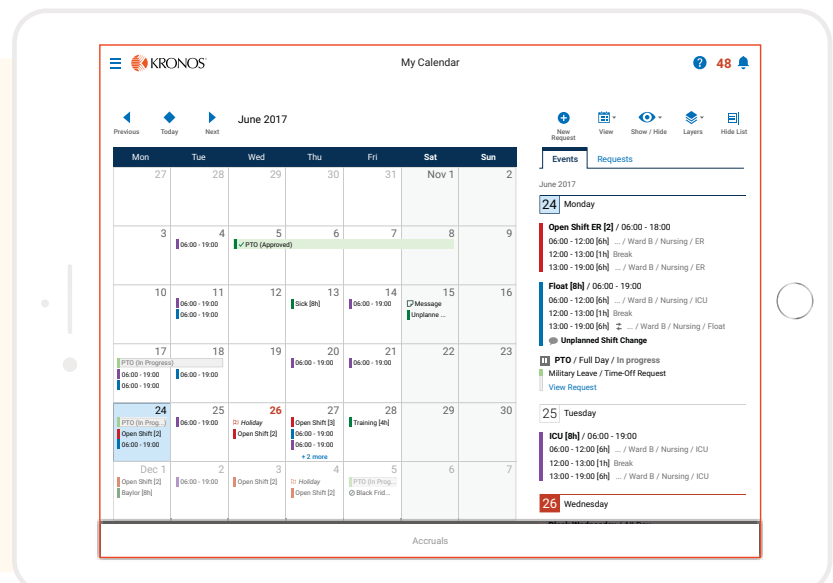
		Date	Schedule	Absence	In	Out	Transfer
+	🗑️	Mon 09/04/17	8:00am - 4:00pm				
+	🗑️	Tue 09/05/17	8:00am - 4:00pm		8:00am	4:00pm	...avg work rule
+	🗑️	Wed 09/06/17	8:00am - 4:00pm		8:00am	10:15am	
+	🗑️	Wed 09/06/17	8:00am - 4:00pm		8:00am	10:15am	8:00
+	🗑️				10:30am	4:00pm	8:00
+	🗑️	Thu 09/07/17	8:00am - 4:00pm		8:00am	10:00am	8:00
+	🗑️				10:00am	4:00pm	8:00
+	🗑️	Fri 09/08/17	8:00am - 4:00pm			Sick	8:00
+	🗑️	Sat 09/09/17	8:00am - 4:00pm				8:00
+	🗑️	Sun 09/10/17	8:00am - 4:00pm				8:00
+	🗑️	Mon 09/11/17	8:00am - 4:00pm				8:00
+	🗑️	Tue 09/12/17	8:00am - 4:00pm				8:00
+	🗑️	Wed 09/13/17	8:00am - 4:00pm				8:00

Accruals Debit-Credit Totals

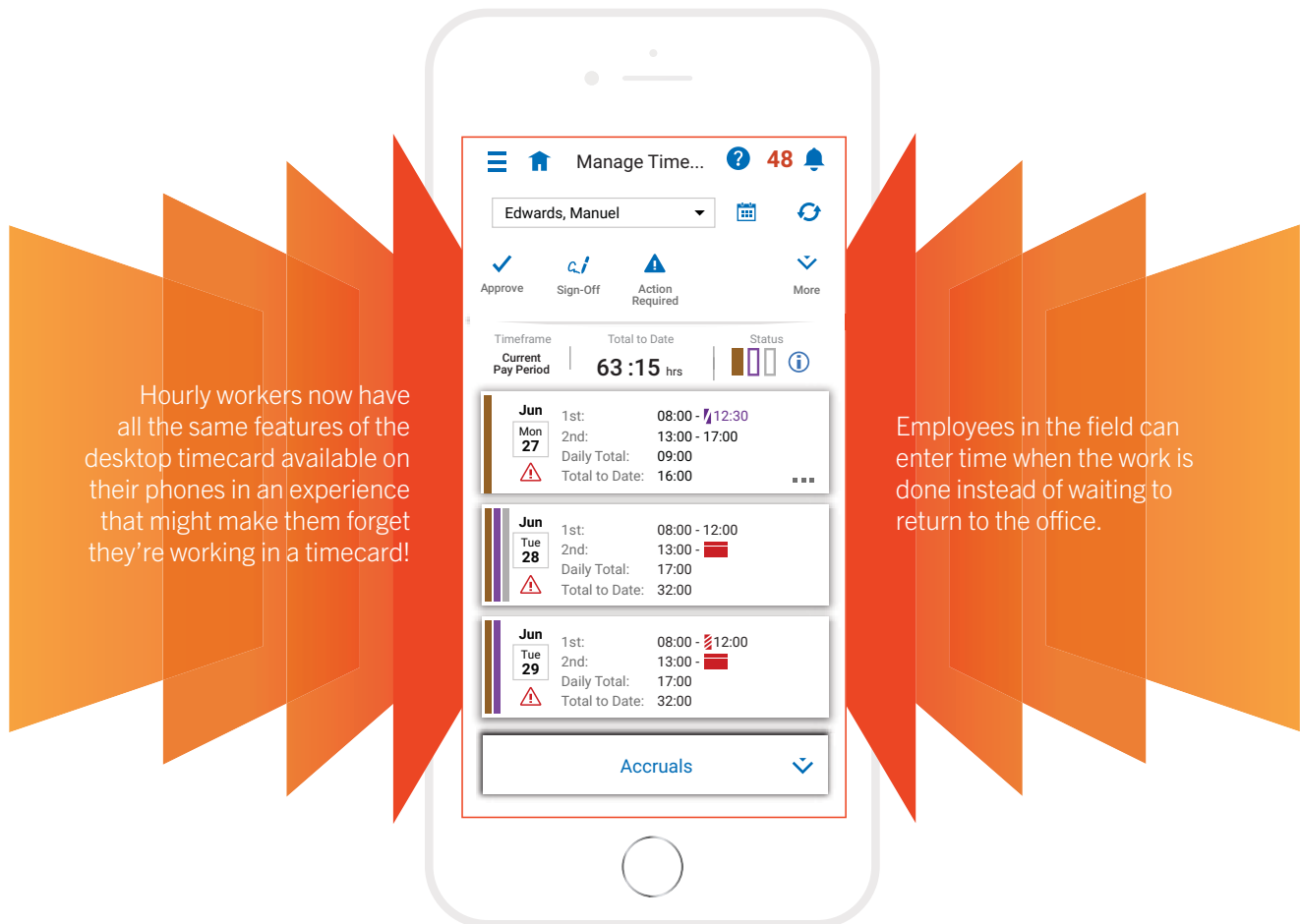
Hourly Timekeeping allows employees and managers to view critical information at a glance via a flexible, intuitive interface. Eliminate exceptions and reduce the time users spend managing timecards. Ensure fewer payroll errors with ways to view accruals, weekly totals, exceptions, and transfers all in one place.

Responsive design enables use on any device

Workforce Dimensions provides an engaging experience for employees. They can see all shift, holiday, and time-off information in one place. Employees can also view their schedules for the week, month, or year with easy access to detailed daily shift information. Team planned and approved absence information makes it easier to request time off, and employees can make those and other scheduling requests directly from the calendar.



Mobile access for managing timecards anywhere



Hourly workers now have all the same features of the desktop timecard available on their phones in an experience that might make them forget they're working in a timecard!

Employees in the field can enter time when the work is done instead of waiting to return to the office.

About Workforce Dimensions

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage that the workforce can bring to your bottom line. That's why we developed Workforce Dimensions — a totally new solution that reimagines what's possible in modern workforce technology. Every dimension — the underlying technology, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.

Put Workforce Dimensions to work for you:
+1 800 225 1561 | kronos.com/workforcedimensions

Workforce Dimensions

Scheduling

Create Schedules that Satisfy Employees and Deliver Bottom-Line Results

Trying to schedule a diverse workforce using spreadsheets and semi-automated systems too often results in overstaffed shifts, shorthanded rushes, excessive overtime, employee disengagement, and even compliance issues. How can you schedule the right person with the right skills in the right place at the right time without overspending your budget or burning out your employees?

The Workforce Dimensions™ Scheduling solution takes the guesswork out of scheduling to help your organization control labor costs, minimize compliance risk, improve workforce productivity, and increase employee engagement.

Key Benefits

» CONTROL LABOR COSTS

- Align staff coverage with fluctuating business demand and minimize wasteful overstaffing and unanticipated overtime pay
- Project actual hours worked in real time and make proactive schedule adjustments using alerts

» MINIMIZE COMPLIANCE RISK

- Enforce company policies, labor laws, and union rules through automated schedule generation
- Avoid safety violations by scheduling employees with the right skills and certifications for the job

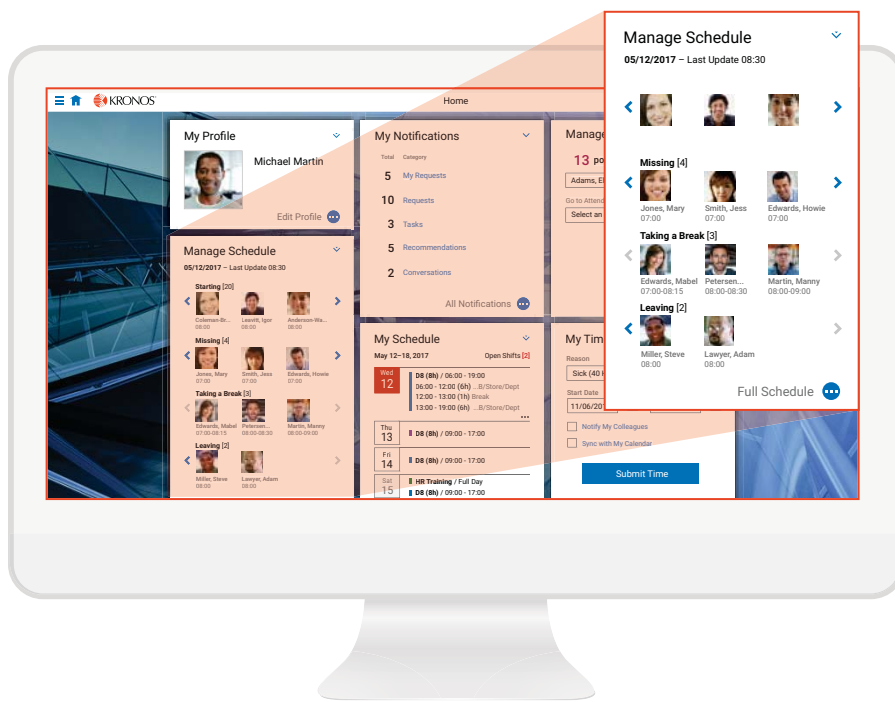
» IMPROVE WORKFORCE PRODUCTIVITY

- Ensure employees get enough rest between and during shifts so they don't burn out
- Schedule effective teams with a mix of employee skills and experience

» INCREASE EMPLOYEE ENGAGEMENT

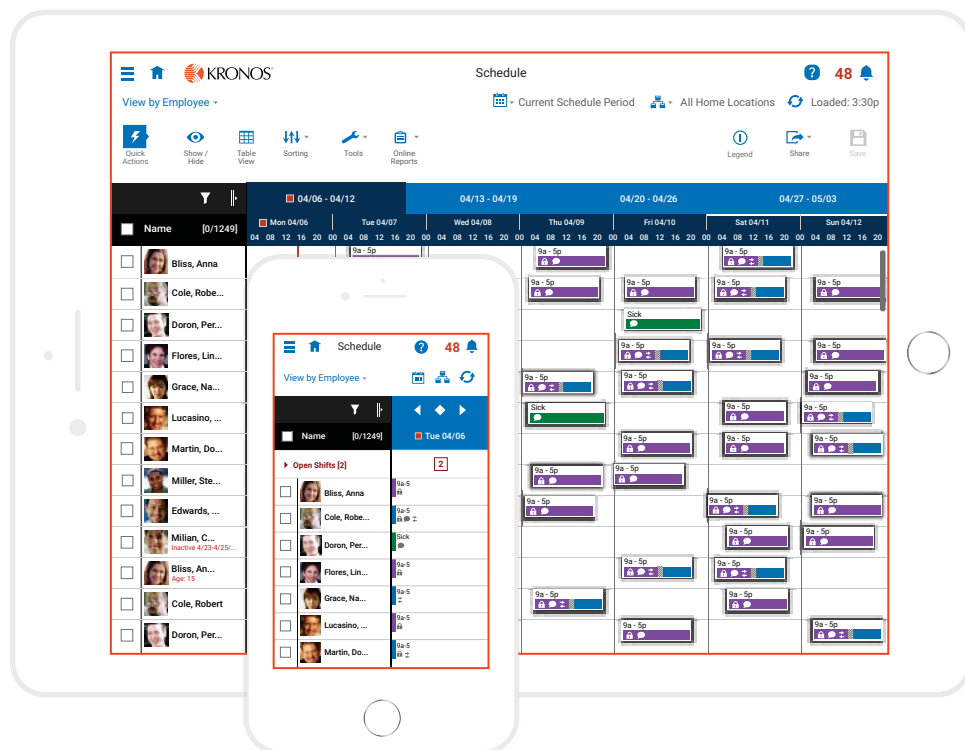
- Empower employees with complete self-service capabilities on any device, anywhere
- Allow workers to define shift preferences and availability

Easily manage employee schedules



The consumer-grade home screen experience lets managers easily see who is arriving, leaving, absent and on break. The Manage Schedule tile provides a quick view of staff status and allows you to navigate to deeper detail when needed.

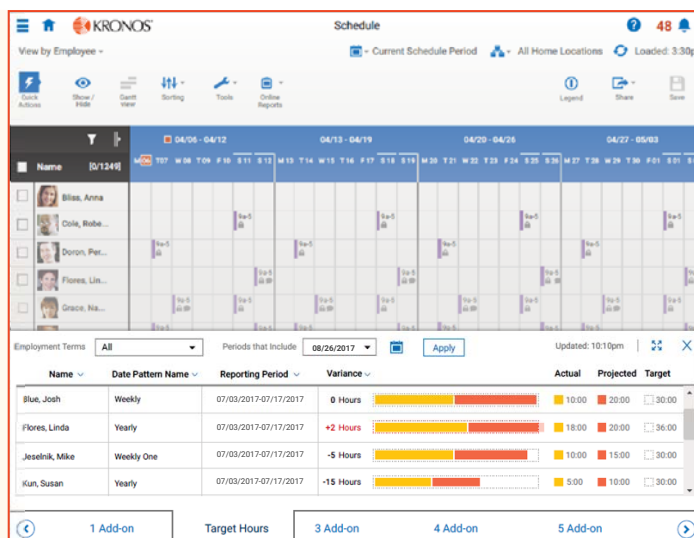
Convenient mobile access



The Workforce Dimensions mobile-first, responsive design lets you perform all scheduling and staffing capabilities on any mobile device. See who's coming into work, who's absent, and who may be available to cover a shift in an instant right from your smartphone.

Analyze trends and projections proactively

The system features numerous schedule metrics that can analyze trends and projections before problems arise and provide detailed productivity measurements that proactively identify schedule inefficiencies. Here you can see visual indicators that depict Target Hours by employee. For workers with employment terms, the Target Hours metric helps you track and course-correct the difference between actual and target hours.



Gain real-time staffing visibility



Workforce Dimensions Scheduling provides staffing coverage visibility in real time. Over- and understaffing can be analyzed numerically or graphically for making smarter staffing adjustments in the moment. Ensure you have the right number of employees in the right job roles at the right time to cover anticipated workload. And this valuable coverage information can be easily viewed within the main schedule view.

Available Packages		
Basic scheduling	Scheduling	Advanced scheduling
For simple schedule creation, viewing, and edits	+ Visual indicators for filling shifts and metrics to guide decisions	+ Intelligence, automated engines, rules, and coverage
Automation		

About Workforce Dimensions

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Workforce Dimensions

Absence Management

An Easier Way to Manage Attendance, Leave, and Accruals

A recent survey¹ conducted by the Society for Human Resource Management found that the total financial impact of paid time off as a percentage of payroll is up to 22 percent. This number represents direct costs associated with paying absent employees and staff replacement workers, as well as indirect costs such as lost productivity.

The same study² determined that unplanned absences such as sick time, late arrival, early departure, and extended breaks reduce productivity by as much as 6.7 percent of payroll. Undeniably, the costs of employee absence are both real and measurable at your organization. But there is good news — the cost of absenteeism and its effects on productivity can be controlled with Workforce Dimensions™ Absence Management.



Key Benefits

» CONTROL LABOR COSTS

- Employees can request leave and open leave cases on their own
- Real-time accrual balances and streamlining leave-of-absence processes prevent ineligible paid time off

» MINIMIZE COMPLIANCE RISK

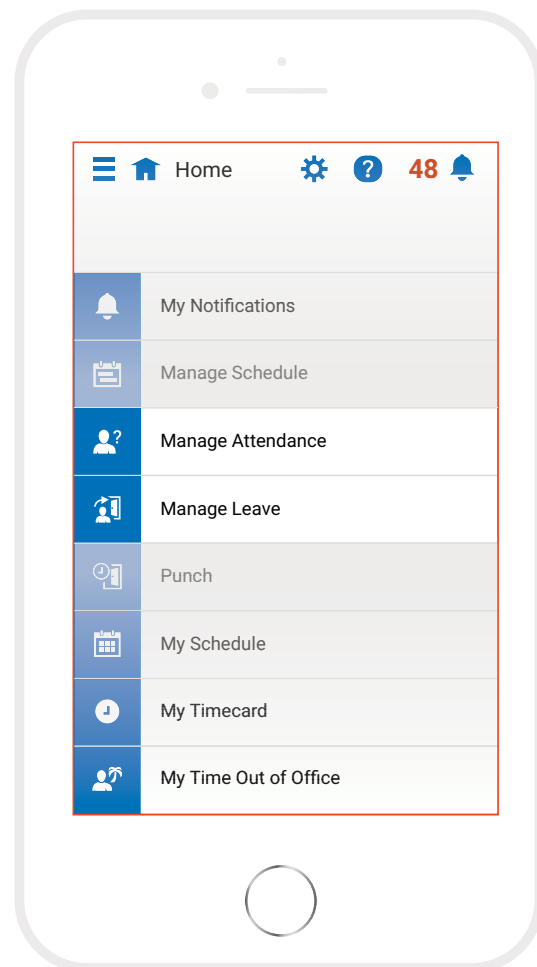
- Autotriggering configured rewards or disciplinary actions make attendance management fair and objective
- All events associated with disciplinary and reward scenarios are tracked and logged in detail for compliance and backup

» IMPROVE WORKFORCE PRODUCTIVITY

- Out-of-the-box reports give managers complete visibility into attendance and leave data
- Employees and managers can make leave edits and add leave time through the schedule

» ENGAGE EMPLOYEES

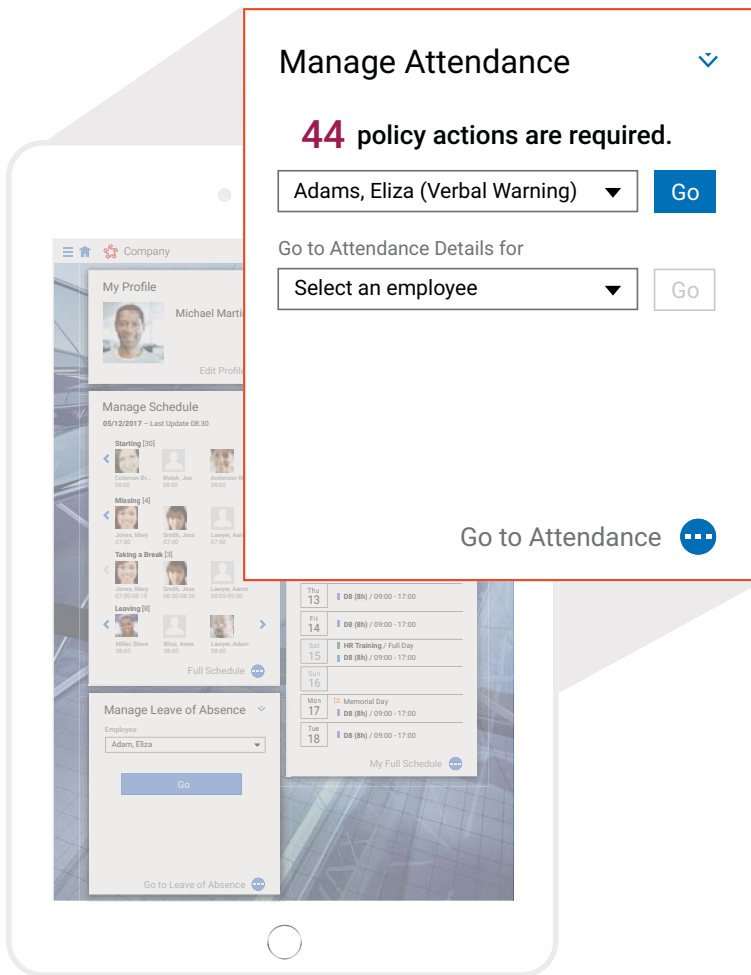
- Employees can edit signed-off periods up to 72 hours after sign-off
- Documents may be attached and leave cases opened or edited on a mobile device



¹Society for Human Resource Management, *Total Financial Impact of Employee Absences in the U.S.* (2014, sponsored by Kronos Incorporated), at 3.

²*Ibid.*, at 11.


Attendance



Workforce Dimensions Absence Management gives your executive team and leaders the visibility they need to accurately measure the cost of absences and understand what drives absenteeism. It gives frontline managers visibility and insight into patterns of employee attendance, enabling them to focus on employees with attendance issues. It also allows managers to be proactive in reducing the direct and indirect costs associated with replacement workers and excess overtime.

Leave

The Absence Management solution standardizes and streamlines administration and enforcement of organizational, local, state, and federal leave policies, including the Family and Medical Leave Act, for which noncompliance can put your organization at risk for costly fines and lawsuits. The solution allows you to control the abuse of intermittent leave time — and eliminates error-prone manual tasks so you can maintain current, accurate, and consistent employee leave records.

 ILLINJ Edwards, Eddy	Case Status Open	Case Approval Status Pending																				
<p>▼ Case details</p> <table border="1"> <tr> <td>Case Code / Index *</td> <td>ILLINJ - 003</td> <td>Initial Request Date *</td> <td>9/16/2014</td> </tr> <tr> <td>Case Status</td> <td>Open Effective Date 8/04/2015</td> <td>Effective Date</td> <td>9/16/2014</td> </tr> <tr> <td>Case Approval Status</td> <td>Pending Effective date 8/04/2015</td> <td>Category *</td> <td>Self</td> </tr> <tr> <td>Start Date *</td> <td>9/16/2014</td> <td>Reason</td> <td>Illness Injury</td> </tr> <tr> <td>End Date</td> <td>9/20/2014</td> <td>Frequency</td> <td>Continuous</td> </tr> </table>			Case Code / Index *	ILLINJ - 003	Initial Request Date *	9/16/2014	Case Status	Open Effective Date 8/04/2015	Effective Date	9/16/2014	Case Approval Status	Pending Effective date 8/04/2015	Category *	Self	Start Date *	9/16/2014	Reason	Illness Injury	End Date	9/20/2014	Frequency	Continuous
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Accruals

The screenshot displays the Kronos Control Center interface. At the top, it shows 'Control Center' with a notification bell icon indicating 48 alerts. Below this, there are summary statistics: 10 Employee Requests, 0 Exceptions, 3 Tasks, and 0 Recommendations. A toolbar contains various action icons such as 'My Actions', 'Select All', 'Refine', 'Hide Details', 'Approve', 'Refuse', 'Add Comments', 'Pending', 'Edit', 'Cancel', and 'Go To'. The main content area is divided into two columns. The left column lists several requests, including Annual Vacation for Edward, Howard; Vacation for Loughlin, Brian; Swap Shift for Brown, Linda; Vacation for Martin, Douglas; Vacation for Nancy, Harris; and Casual Leave for Bliss, Anna. The right column provides a detailed view of a 'Time-off Request' for Edward, Howard, which is marked as 'Submitted'. It includes the employee's profile (Cashier, Main Location, Hire Date: 01/05/09) and a green banner stating 'Approval is recommended.' Below this, there are sections for 'Requested Dates', 'Accruals' (with a bar chart showing Requested, Available, and Projected hours for Personal and Vacation categories), 'Team Planned Absences', 'Comments and Status History', and 'System Stamps'.

Time-off policies are automatically enforced in Absence Management — consistently and accurately — to virtually eliminate potential abuse by employees and ensure that policies are applied fairly across the organization. Managers have a single point of access within the Workforce Dimensions suite to manage accruals, which is fully integrated with the timekeeping solution to improve payroll team productivity. This effective accrual management lets employees take their earned time off and helps management better understand their organization's leave liability.

About Workforce Dimensions

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage that the workforce can bring to your bottom line. That's why we developed Workforce Dimensions — a totally new solution that reimagines what's possible in modern workforce technology. Every dimension — the underlying technology, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.

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Workforce Dimensions and analytic.li

Features/Benefits

- » Empower Workforce Dimensions users to confidently provide data-driven strategic direction to leadership
- » Make decisions based on well-presented data, not intuition, to allow for both quick assessment and in-depth exploration
- » Better manage talent to drive business outcomes
- » Identify how human capital strategies impact your business
- » Predict future talent, financial, and workforce planning needs

Every aspect of the **Workforce Dimensions™** solution — the underlying architecture, integration, user experience, functionality, data access, delivery, and support — is designed to help you optimize your people. Powered by the industry-first **Kronos D5™ platform**, Workforce Dimensions provides a breakthrough employee experience and an unprecedented level of operational insight into your workforce management practices. Whether your goals are to increase productivity, improve compliance, control labor costs, or achieve better business outcomes, Kronos® provides the technology tools you need to manage your workforce of the future, today.

As the enterprise leader in workforce management applications, Kronos understands the need for strong integrations between software applications. That's why we've built a robust developer portal with access to our API layer. The Workforce Dimensions Technology Partner program is designed to facilitate this interoperability and drive business results.



Kronos is partnering with analytic.li, an SaaS analytics platform that's tailor-made to meet the workforce and human capital management analytics needs of HR professionals. analytic.li's enterprise-grade solution provides customers with the ability to make data-driven people decisions. Focused on best-practice talent and business metrics, analytic.li capitalizes on the high-quality data foundation that Workforce Dimensions provides and guides you to specific, relevant insights. Our suite of dashboards displays key performance indicators of interest to stakeholders — such as workforce management, talent acquisition and retention, payroll, and benefits — across your organization by providing them with the ability to visualize the data and drill deeper. These cost-effective, cloud-delivered dashboards are tuned to match your organization's specific needs during onboarding — and analytic.li experts ensure relevant views for your stakeholders' requirements.

Our dashboards include an Executive Overview, which gives decision-makers information on both workforce management and human capital management analytics. Deep insights start with a high-level picture of what's important. Our Executive Overview dashboard puts all the core business metrics you need in one central location to tie employee information to business results. This is an invaluable, quick reference for CHROs and other leadership team members to get a pulse on and refine talent strategy.

Users of Workforce Dimensions' timekeeping, scheduling, and leave management modules can quickly gauge:

- Budget vs. actual hours worked, and the impact this has on labor expenses
- Proper utilization of resources to help achieve company goals
- Occurrence of overtime, and how to plan moving forward
- Exception occurrence and how to maximize workforce resources

Our workforce management dashboards

Workforce Planning: Scheduling is a complex exercise even at its most basic levels, and it requires constant fine-tuning based on verified analyses. Your organization's operations teams, both within HR and in different business units, can use the Workforce Planning dashboard to keep up with staffing patterns across the organization, assessing scheduling strategy and evaluating departmental needs while anticipating any challenges to meeting workforce demand based on comparisons to trends from previous years.

Time and Labor Management: Many factors contribute to labor expenses, and it's important to have a clear picture of which ones impact your organization the most. With the Time and Labor Management dashboard, your organization's line managers can evaluate all the components related to their labor expenses and analyze the elements that can affect them most, including overtime, seasonality, and shifting the workforce to meet deadlines.

Users of Workforce Dimensions that also utilize human capital management modules gain further insights into:

- Understanding where your recruitment efforts are best spent
- Determining where your employees are coming from and which are choosing to stay
- When and why people leave

Our human capital management dashboards

Human Capital Investment: Building a successful human capital investment strategy requires having the necessary data to make financial decisions that strike a balance between employee engagement and efficiency. The Human Capital Investment dashboard gives your organization's finance department the tools to dig into human capital investment trends and analyze investment costs, find areas of success, and identify opportunities for better management.

Talent Overview: Effective recruitment efforts rely on comparison to and synchronization with existing talent. The Talent Overview dashboard helps HR professionals understand the demographic and geographic distribution of their workforce and evaluate their talent acquisition strategy, allowing them to both maintain the talent they have and bring on the best new resources.

Wage and Benefits: To achieve balance between ensuring fair compensation and delivering desired business outcomes, you need to conduct an ongoing exploration of your data to isolate the variables that impact change. With the Wage and Benefits dashboard, you'll know whether your compensation strategy is fair and incentivizes behaviors that drive positive business outcomes.

analytic.li helps you maximize your HR team's strategic impact through analytics options made to fit your needs. Reach out today to get started. For more information on our partnership with Kronos and how analytic.li can help your organization, please contact sales@analytic.li.

Workforce Dimensions

HR

Focus on people — not paperwork and processes

Human resources (HR) professionals continue to take on a more strategic role as organizations seek to attract and retain top talent, develop and engage the workforce, and more effectively manage the employee lifecycle from pre-hire to retire. Too often, however, manual processes and time-consuming administrative tasks associated with managing employee data, benefits, and compliance can keep HR leaders from focusing on initiatives that boost workforce productivity, improve employee engagement, and drive better business outcomes.

Workforce Dimensions™ HR, part of the unified Workforce Dimensions human capital management (HCM) platform, automates core HR functions such as onboarding and benefits management while providing a single database that stores and tracks all employee data in one location. Automated workflows, configurable forms and reports, and real-time access to accurate, consistent employee information help reduce administrative workload and minimize compliance risk. What's more, the Workforce Dimensions suite offers optional modules for talent acquisition, performance management, and compensation planning for a fully integrated, end-to-end HCM solution that lets HR leaders focus on people — not paperwork and processes.

Automate processes for a paperless HR environment

Workforce Dimensions HR automates core HR functions and stores all employee records in a single, common database. This unified platform eliminates the need for duplicate data entry, freeing HR staff to focus on developing and nurturing employees. Easy-to-use tools and reporting help you manage compliance with ever-changing labor laws and regulations. Role-based web and mobile self-service empowers employees and managers to view and update information at their convenience. And real-time access to consistent, up-to-date personnel information helps HR leaders improve the employee experience and drive engagement.

You can further streamline administration by creating your own processes for HR Actions such as New Hires, Rehires, Terminations, Job Changes, Salary Changes, and Transfers. For optimal flexibility, you can specify effective dates, configure actions to be initiated by managers or employees, and even tie them to an automated approval workflow.

Source, evaluate, and track best-fit candidates

In today's competitive job market, optimizing recruiting and hiring processes is critical for attracting top talent. The optional Workforce Dimensions Talent Acquisition module simplifies creation of job requisitions with automated approval workflows. You can proactively source candidates by posting job listings to your career website and 8,000+ free job boards as well as leveraging premium, fee-based job board integration. The solution makes it easy to create a positive applicant experience that reinforces your brand and lets candidates search for jobs, upload resumes, and apply online. Automated notifications and configurable email communications drive pre-hire engagement for more effective recruiting, and dashboards deliver at-a-glance visibility into key hiring metrics as well as other strategic insights.



Key Benefits

- » **STREAMLINE HR PROCESSES** with a paperless system that eliminates duplicate data entry and error-prone manual tasks so you can focus on your people
- » **HIRE BEST-FIT TALENT** with an optional talent acquisition solution that provides a positive applicant experience and makes it easy to source, track, and evaluate top candidates
- » **SIMPLIFY BENEFITS MANAGEMENT** for multiple plan types with self-service tools and instant visibility into enrollment status, eligibility, and costs across the employee base
- » **DRIVE EMPLOYEE ENGAGEMENT** with talent management solutions that help you develop, reward, and retain a high-performing workforce
- » **EMPOWER EMPLOYEES AND MANAGERS** with role-based self-service that lets them view and update information at their convenience
- » **IMPROVE HR DECISION MAKING** with real-time access to accurate, consistent employee data



Onboard new hires quickly and effectively

A successful onboarding process helps new hires feel welcome and become effective contributors as quickly as possible. When applicants are hired, their online information flows seamlessly from the optional Workforce Dimensions Talent Acquisition module into the Workforce Dimensions HR employee record. The solution generates a configurable onboarding checklist with task assignments and time frames so you can track the process from start to finish. Automated reminders keep onboarding steps — from submitting custom forms with electronic signatures to self-enrolling in benefits plans to completing orientation workshops — moving forward for a smooth transition that optimizes new-hire engagement and accelerates time to productivity.

Streamline benefits enrollment and management

Benefits administration can be a complex and time-consuming process, both during open enrollment and throughout the year. Workforce Dimensions HR enables you to set up, configure, modify, and manage multiple benefit plan types — quickly and easily — with on-demand visibility into eligibility, enrollment status, and costs across the employee base. It's also simple to modify the solution's standard benefits reports to meet your organization's specific requirements. Self-service tools empower employees to select plans and make life event changes on their own, increasing engagement and reducing HR's administrative workload.

Workforce Dimensions HR simplifies benefit plan setup, open enrollment, and life event changes. Self-service empowers employees to take a more active role in tasks like benefits enrollment so HR can focus on people — not paperwork and processes.

Stay on top of employee development

Track employee skills and certifications with customizable reports that show who needs training and when they need it. Workforce Dimensions HR enables you to define training courses, assign employees, and track completion. You can even schedule internal classes, monitor open seats, and report on participation and results to improve employee engagement and development.

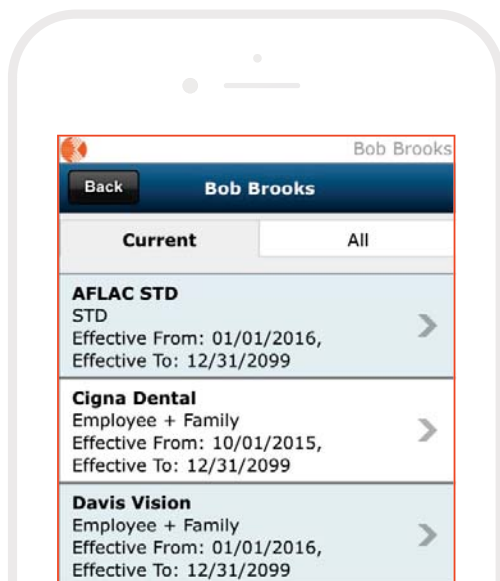
Configurable dashboards and reports provide real-time access to accurate, consistent employee data, giving HR professionals the organizationwide visibility and insight needed to drive better decision making.

Optimize employee engagement and performance

Drive employee engagement and productivity with momentum building performance management capabilities. The optional Workforce Dimensions Performance Management solution delivers performance development tools that support continuous performance feedback, making it easy for managers to define and track individual employee goals with associated weights and to nurture successful outcomes. Create organization-, department-, or job-specific appraisal forms, define cascading goals, and automate the performance review cycle to reflect your established processes. Alerts and reminders keep form completion, feedback, and approvals on track, and the ability to monitor goal status in real time helps align the organization for success.

Reward and retain your valued talent

Still trying to manage compensation planning across business units and cost centers using spreadsheets and manual processes? The optional Workforce Dimensions Compensation Management solution automates the entire compensation planning process, letting you set up compensation cycles, define budgets, and model compensation scenarios to optimize your labor spend. A Merit Matrix makes it simple to establish guidelines and award pay increases based on performance ratings and pay grade segments. The solution routes proposed increases through a configurable approval workflow with automated reminders, while visibility into the compensation planning process guides equitable reward decisions.



With the Workforce Dimensions mobile app, employees gain immediate access to information such as benefits coverage and pay statements — anytime, anywhere — from their mobile device without having to wait until normal business hours to contact HR.

Discover the Workforce Dimensions advantage

Workforce Dimensions delivers a single unified platform with a full suite of applications that embraces your entire workforce with end-to-end employee lifecycle management. This powerful yet easy-to-use HCM solution integrates HR, time and attendance, payroll, scheduling, and more on a common platform with a single, consistent source of employee data. Workforce Dimensions addresses the needs of today's diverse, multigenerational, and mobile workforce by effectively bridging the salary/hourly divide. Automated tools streamline processes and provide a more efficient way to manage and nurture employees. At the same time, single-source access to real-time employee data helps managers drive productivity, increase employee engagement, and make more informed decisions for better business outcomes.

Workforce Dimensions

Payroll

Drive efficiency and savings with a payroll solution that delivers the perfect paycheck every time

Looking to simplify your entire payroll process while ensuring accuracy and eliminating reliance on costly service bureaus? Workforce Dimensions™ Payroll, a module in the integrated, cloud-based Kronos Workforce Dimensions suite, continually processes payroll in real time so it's ready at the click of a button. Complete automation streamlines payroll processing to reduce errors and ease your administrative burden. Real-time reporting enables you to analyze payroll activity and trends, verify processing benchmarks, and support regulatory compliance. This powerful, easy-to-use payroll solution provides the automated tools and high-quality information needed to help you control labor costs, minimize compliance risk, and improve workforce productivity.

With Workforce Dimensions Payroll you always know what your people are doing and what you're paying them to do it. Our versatile pay rules engine makes it simple to determine pay associated with regular or overtime hours. It can support any number of scenarios — shift differentials, order of importance, location, and more — to accommodate your business requirements. Workforce Dimensions gives you greater control over payroll processes and eliminates guesswork so you process an accurate payroll the first time — every time. For optimal flexibility you can complete all payroll processes in-house or outsource tax filing, check printing, and garnishment processing.



Key Benefits

- » **MAINTAIN COMPLETE CONTROL** of payroll at every step of the process
- » **GET UP-TO-THE-MINUTE PAYROLL INFORMATION** at the click of a button
- » **DELIVER TIMELY, ACCURATE PAYMENTS** to employees with every payroll
- » **DRIVE ACCURACY** of employee withholdings with regular tax table updates
- » **EMPOWER EMPLOYEES** with a mobile app and self-service tools that reduce administrative tasks
- » **FREE IT** from maintenance and upgrade hassles with a cloud delivery model

Welcome to Workforce Dimensions 5:03pm (EDT) Payroll Register (By PST)										
Payroll Register (By PST)										
Pay Date: 07/25/2017 (07/09 - 07/22) Type: Regular (2), Pay Smt. #: 26919 (1)										
Pay Type	Hrs	Rate	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
Regular	79.50	28.50	2,265.75	Misc Deduction	25.00	-	FIT	197.99	Check	1,596.91
				MedDD	103.85	288.46	FICA	142.10		
				DentDD	5.92	16.15	MEDI	33.23		
				Vision DD	1.15	6.23				
				401k	158.60	45.32				
				Totals:	295.52	356.16		373.32		

The Payroll Register report can show a standard pay register by employee, cost center or pay statement with a variety of pay date options for the report view — Options can be further filtered for more detailed information.

Control and manage every step of the payroll process for better results

Workforce Dimensions puts you in complete control of your payroll process. No more time lost submitting work to a service bureau and waiting for them to check it. You can process payroll on your own schedule and complete special check runs like commissions or bonuses — without worrying about extra charges. Workforce Dimensions gives you the flexibility to complete as many separate payroll runs as needed.

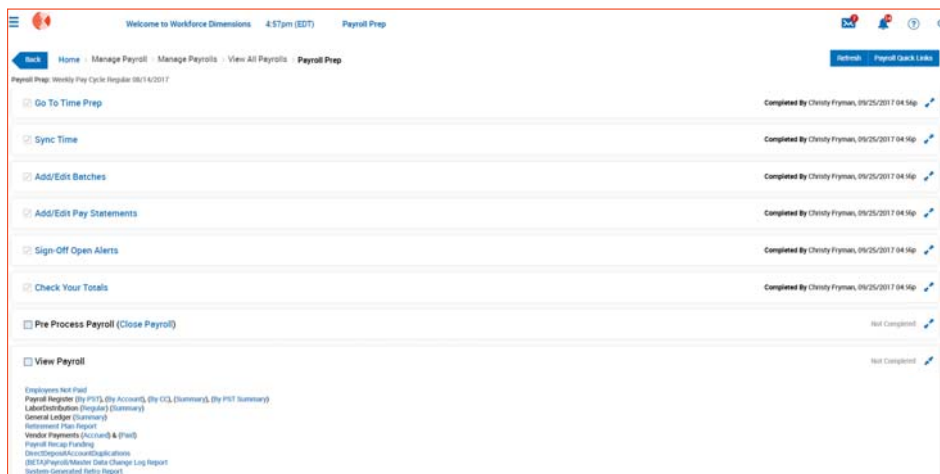
You can define all steps in the payroll process to reflect your unique business requirements and workflows. Import employee hours or synchronize with Workforce Dimensions Time Keeping. Run as many reports as needed — Payroll Register, Labor Distribution, General Ledger, and more — before finalizing and submitting payroll to help ensure accurate results. And receive alerts throughout the process to flag issues and reduce errors.

Workforce Dimensions lets you pay employees using their preferred method. Make direct deposits using a simple ACH export file or print checks in-house with speed and ease.

Get the information and insight you need — when and how you need it

All payroll data is readily available through intuitive, highly configurable standard and ad-hoc reporting. Built-in tools make it simple to modify standard reports and to sort, group, filter, or customize report content for any time period.

Perfect Paycheck Analysis provides an at-a-glance summary of your total payroll liability, a comparison of this week's total payroll to the previous week's, and a rolling 12-month view trending total labor and expense changes. This report helps ensure calculation of the perfect paycheck, while offering insights to inform next year's budget planning.



The Payroll Process Screen lists all payroll-related functions and walks you through each step in the right order to keep the process on track.

Manage payroll complexity and make changes with ease

With Workforce Dimensions, you can easily manage and modify deduction and earning codes, direct deposits, tax jurisdictions, and other payroll elements so payments always reflect the latest information. View and edit employee payroll information individually or as a group using the mass edit feature. Change rates at any time during the pay period. And process employee wage garnishments — even those involving different forms and multiple state requirements — with optimal timeliness and efficiency.

Empower employees with a convenient mobile app and self-service tools

Workforce Dimensions gives employees on-demand access to payroll information, including pay stubs and earning histories, through an easy-to-use mobile app and online self-service tools. Self-service also lets employees change direct deposit details, update W-4 forms, and even print W-2 forms. These tools empower employees to find and update information on their own so overworked HR and payroll administrators can focus on other tasks.

Minimize legislative and tax compliance risks

Workforce Dimensions Payroll's year-end processing helps your organization close out the tax year in compliance to avoid fines and penalties. It accurately completes gross-to-net calculations and provides all the information you need to complete and file taxes. Easily create the standard annual reporting forms needed to meet IRS requirements. Receive automatic legislative updates, including the latest tax tables, to make sure employee withholdings are always accurate. And use the general ledger (GL) interface to export payroll information to your accounting system in the proper GL format.



Workforce Innovation
That Works™

www.kronos.com

Workforce Dimensions

Payroll Services

Outsource your tedious and complex post-payroll processing tasks to Kronos

You've decided to process payroll in house for greater flexibility and control. It makes good sense given that internal HR and payroll staff do most of the work — from preparing, validating, and maintaining data to fixing errors to meeting compliance requirements — even when payroll processing is outsourced. Plus, an in-house solution gives you easy access to payroll data for inquiries and reporting, which saves valuable time and effort.

But even if you process payroll in house, you may still benefit from outsourcing some of the more tedious and complex payroll-related tasks, such as tax filing, garnishment processing, and check printing, especially if your organization has locations in multiple states. In fact, more and more organizations are choosing this option. A recent American Payroll Association (APA) survey showed that 92 percent of respondents outsource tax filing and 71 percent outsource check printing.

Workforce Dimensions™ Payroll Services complement the Workforce Dimensions Payroll solution with services such as tax filing, garnishment processing, and distribution of checks — while providing the ease and convenience of working with a single vendor. These proven services* draw on experienced professionals, tested software tools, and information from the Workforce Dimensions Payroll application to deliver simplicity, security, and seamless integration. As a result, your organization is able to increase payroll efficiencies, reduce operating expenses, minimize tax reporting administration, and free staff resources to focus on strategic priorities.

Tax filing without all the headaches and risk

Tax compliance is the single most difficult and expensive task associated with payroll, especially for organizations operating in multiple states and localities. In addition to preparing and filing taxes, you need to keep up with constantly changing tax laws and regulations. After all, failure to do all this — and do it right — puts your organization at risk for potential penalties.

Workforce Dimensions Payroll Services provide peace of mind that your payroll taxes will be filed and paid on time — every time — to minimize compliance risk. Leveraging professional expertise and proven technology, our solution* provides a seamless extension of the Workforce Dimensions Payroll module. Once you've processed payroll in house, you can take advantage of our services* to:

- Make deposits against all tax liabilities
- File all monthly, quarterly, and annual tax returns via e-file or paper
- Balance quarter-to-date and year-to-date deposits against liabilities to help ensure payment accuracy
- Deliver reconciliation summaries and copies of all filed returns
- Generate and file all amended returns

*American Payroll Association, APA Payroll Trendline Survey (commissioned by Kronos), 2014, at 7.



Key Benefits

- » **ENJOY** the ease and convenience of a single solution for payroll software and services*
- » **MINIMIZE** payroll tax reporting administration
- » **INCREASE** productivity by freeing staff resources to focus on other projects
- » **GAIN** the advantages of simplicity, security, and seamless data integration
- » **CHOOSE** only the outsourced post-payroll processing services you need:
 - Check printing
 - Employee direct deposit
 - Tax filing/deposits
 - Garnishment disbursement
 - Vendor payments



Timely, accurate wage garnishment payments

Processing employee garnishments, such as child support, tax levies, and creditor garnishments, can be a time-consuming administrative drain on your already overworked payroll staff. Workforce Dimensions Payroll Services can streamline the process to save time and reduce administrative efforts. The garnishment processing service* uses the information entered by the client and calculated in Workforce Dimensions Payroll and automatically makes payments based on the amounts being withheld, so each payment reaches its destination on time.

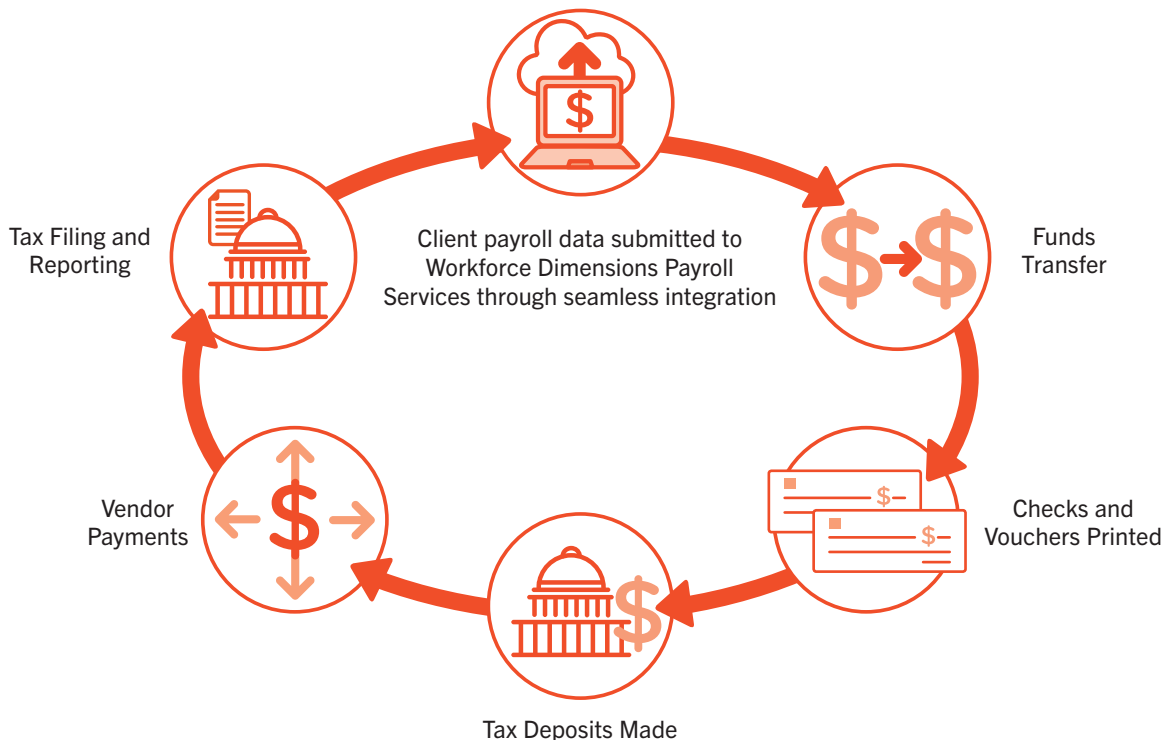
Hassle-free employee direct deposits and check printing

No matter how your employees prefer to be paid — by direct deposit or physical check — Workforce Dimensions Payroll Services have you covered. Thanks to seamless integration with Workforce Dimensions Payroll, our services* automatically

transfer payments into employee bank accounts. Plus, the solution* can handle the labor-intensive work of printing and distributing checks, direct deposit vouchers, and year-end tax forms such as W-2s and 1099s — saving your organization time and money.

About Workforce Dimensions

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage the workforce can bring to your bottom line. That's why we developed **Workforce Dimensions** — a new solution that reimagines what's possible in modern workforce management and human capital management technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.



* Workforce Dimensions Payroll Services complement the Workforce Dimensions Payroll module for an end-to-end payroll solution. Post-processing payroll services, such as payroll fulfillment, initiation of wire transfer, money movement, remittance of tax funds, W-2 printing, and garnishment disbursement, are delivered by Advanced Payroll Services as part of the Kronos Workforce Dimensions Payroll Services solution.

Workforce Dimensions

Talent Acquisition

Effectively source, track, and evaluate talent to build an engaged, high-quality workforce

The recruiting landscape has fundamentally shifted over the past several years. Across industries the labor market has become more candidate-driven, creating greater competition among employers to attract and retain top talent. Filling open positions in a candidate-driven market takes longer and costs more, putting increased pressure on recruiters and hiring managers to find qualified candidates without compromising time-to-hire and cost-to-hire goals. Given these challenges, it's no wonder organizations are optimizing their recruiting and hiring practices to drive better results.

Workforce Dimensions™ Talent Acquisition helps your organization source, track, and evaluate quality talent so you can build an engaged, high-performing workforce more efficiently and cost effectively. This powerful solution automates and streamlines recruiting and hiring processes to support a paperless human capital management (HCM) environment. It provides a positive applicant experience that makes it easy for candidates to fill out information, search for jobs, and apply online. And because the solution is part of the single, unified Workforce Dimensions HCM platform, applicant information flows seamlessly into the employee record upon hire for reduced administrative effort and a single source of truth.

Simplify job requisitions and candidate sourcing

Workforce Dimensions Talent Acquisition makes it easy for human resources (HR) professionals, hiring managers, or recruiters to create both internal and external job requisitions with the appropriate approval workflows. The solution walks you through the process of defining the number of openings available, pre-populating the job description and requirements from the job record, and editing the text, if needed. You can sort job requisitions into date order and monitor approval status to help keep the recruiting process moving forward.

With premium job board integration, powered by eQuest, your organization gains single-source access to and control of job listings with fee-based sites such as Monster and Indeed, allowing you to source, track, and redirect candidates to your career site for application. You can also post listings to more than 8,000 free job boards to expand your candidate reach. What's more, you can use heat maps to better understand characteristics about your existing workforce, such as turnover, and focus recruiting efforts on best-fit candidates.

Deliver a positive online applicant experience

Attract top talent by delivering a positive applicant experience that sets your organization apart from other employers. Workforce Dimensions Talent Acquisition enables your organization to create a careers web page that reinforces your corporate brand while making it easy for candidates to search for jobs, upload resumes, and apply online. Applicants can easily navigate configurable job applications — in their language of choice — with standard or custom fields that can be optional or required. You can even include customized messages to help guide applicants as they complete the online application process.



Key Benefits

- » **AUTOMATE RECRUITING PROCESSES** to eliminate paper, streamline administration, and drive efficiency
- » **CREATE JOB REQUISITIONS** with automated approval workflows and gain at-a-glance visibility into applicant status
- » **PROACTIVELY SOURCE CANDIDATES** by posting job listings to your career website and 8,000+ free job boards and by leveraging premium job board integration
- » **FOCUS ON BEST-FIT CANDIDATES** by asking pre-screening questions in online applications and leveraging data about your existing workforce to make better hiring decisions
- » **DELIVER A GREAT APPLICANT EXPERIENCE** that reinforces your employer brand while making it easy to search for jobs, upload resumes, and apply online
- » **OPTIMIZE PRE-HIRE ENGAGEMENT** by sending automated notifications and configurable email communications to applicants



Resume parsing tools streamline the applicant experience by pulling key data, such as contact information, relevant skills, work history, and educational background, from the candidate's resume and auto-populating the job application. Candidates may also choose to auto-populate the application from their LinkedIn account.

Workforce Dimensions Talent Acquisition also streamlines the process of qualifying applicants to help improve time-to-hire and cost-to-hire metrics. You can include configurable pre-screening questions in your online application and apply resume parsing tools, making it easier to narrow down candidates and offer interviews only to those who meet your specific requirements.

Mobile-optimize the candidate experience — COMING SOON

Today's candidates expect a job-seeking experience that is simple, convenient, and optimized for mobile. With Workforce Dimensions Talent Acquisition, you can enable candidates to search, view, and apply for open positions directly from their mobile devices.

Track applicant status to optimize hiring results

Workforce Dimensions Talent Acquisition helps you define, track, and manage stages or steps in the hiring process. The solution offers 10 hiring stages by default, but you can edit, delete, or add stages to meet organization-specific needs. Configurable dashboards make it easy to visually monitor applicant status at a glance. You can track applicants by hiring stage and last completed step, and view lists of new applicants

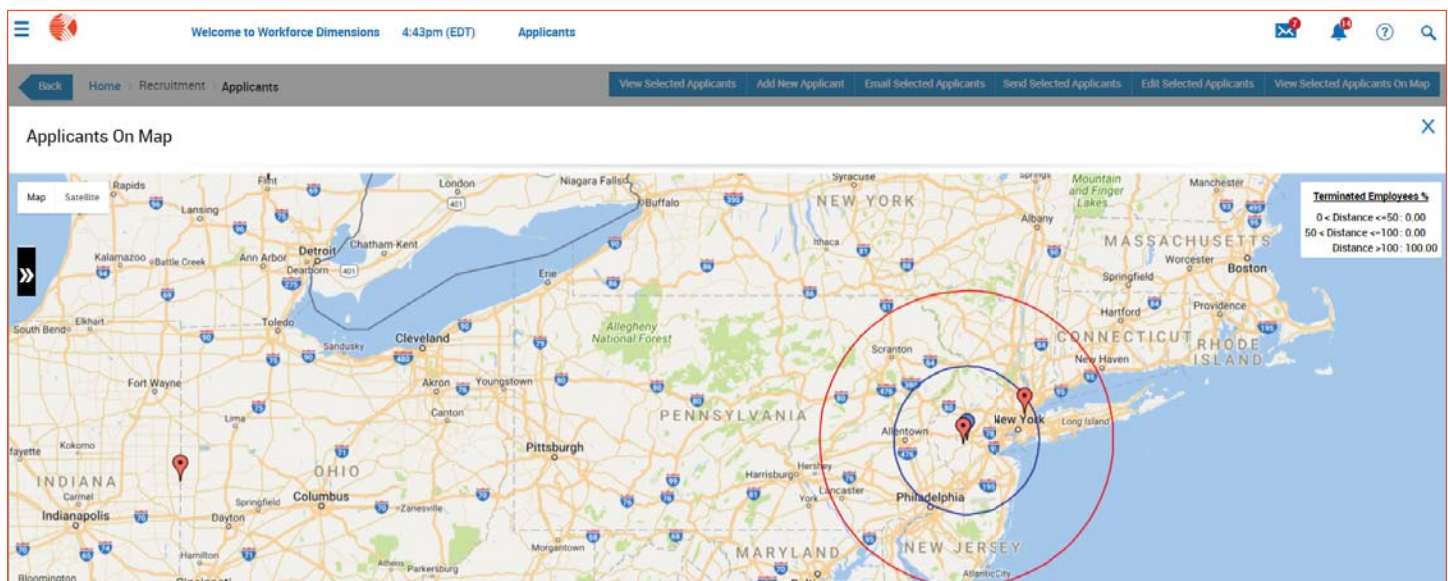
by day, week, or month. The solution provides visibility into all applicants on a single screen — with the ability to filter by location, job skill, or other criteria — to help you identify best-fit candidates for a specific site or position.

You can send automated notifications to candidates to confirm receipt of their online application. Configurable email templates make it simple to communicate with candidates, keeping them informed and engaged every step of the way. iCalendar integration simplifies the process of scheduling candidate interviews while the ability to track notes throughout the recruitment process helps improve collaboration and drive more informed hiring decisions.

Seamlessly integrate with Workforce Dimensions HR

Maintaining multiple, disparate sources of employee information can result in data inconsistencies and increased administrative effort. Because Workforce Dimensions Talent Acquisition and Workforce Dimensions HR are part of a single, unified HCM platform, you can count on a smooth and seamless transition from the recruiting phase to hiring and onboarding.

Selecting the “hire this applicant” option in the talent acquisition module automatically triggers a workflow that moves all applicant information and associated documentation — from reference and background checks to rating sheets and offer letters — into the new employee record within the optional HR module. That way, you can easily maintain one centralized employee record to eliminate duplicate data entry, reduce reporting complexities, and provide access to a single, reliable source of truth.



A single, unified HCM solution enables your organization to leverage data about your current workforce to improve hiring results. For example, a recruiting heat map can provide insights into employee turnover, helping hiring managers and recruiters make more strategic decisions about best-fit candidates.

The single employee record reduces reporting complexity and allows you to track traditional recruiting metrics as well as longer-term success metrics that measure tenure and performance. Reporting from a single source — using data that's updated in real time — allows you to take action based on current, accurate data as opposed to legacy-latent data that can lead you to the wrong conclusions.

Make better hiring decisions with smart, efficient tools

Bad hires can have serious implications for employers, including revenue and productivity losses as well as employee morale challenges. Whether your hiring needs are high volume or requisition-based, Workforce Dimensions Talent Acquisition provides the comprehensive, easy-to-use tools you need to find, track, and qualify best-fit candidates for both salaried and hourly positions — even across multiple sites. The solution helps drive new levels of efficiency across your recruiting processes for reduced costs, improved decision making, and better business outcomes.

Discover the Workforce Dimensions advantage

Workforce Dimensions delivers a single, unified platform with a full suite of applications that embraces your entire workforce with end-to-end employee lifecycle management. This powerful, yet easy-to-use HCM solution integrates HR, time and attendance, payroll, scheduling, and more on a common platform with a single, consistent source of employee data. Workforce Dimensions addresses the needs of today's diverse, multigenerational, and mobile workforce by effectively bridging the salary/hourly divide. Automated tools streamline processes and provide a more efficient way to manage and nurture employees. At the same time, single-source access to real-time employee data helps managers drive productivity, increase employee engagement, and make more informed decisions for better business outcomes.

Requisition #	Active	Job Status	Location	Job Title	Created	Workflow Status	# Applicants
134286982	Y	Opened	Branchburg, NJ	Executive Assistant	06/19/2017 10:45a		1
117516239	Y	Opened	Branchburg, NJ	Assistant Manager	03/28/2017 04:33p	Approved	4
117516237	Y	Opened	Branchburg, NJ	Administrative Assistant	03/28/2017 11:23a	Approved	9
117508523	Y	Opened	Brooklyn, NY	Pawnbroker	02/13/2017 12:14p	Approved	1
117508522	Y	Opened	Concord, MA	Direct Care Support Worker	01/31/2017 09:19a	Approved	1
117508519	Y	Opened	Wilmington, NC	Operator Assembler	11/29/2016 09:03a	Approved	1
117508518	Y	Opened	Brookfield, IL	Registered Nurse - Skilled Rehabilitation	11/17/2014 10:18a	Approved	1

Configurable dashboards provide visibility and access to recruiting and hiring information — sourcing strategies, applicant pools, job requisitions, active candidates, and more — all from a single screen.

Workforce Dimensions

Compensation Management

Automate Compensation Planning for Improved Visibility and Governance

Still trying to manage compensation planning across business units and cost centers using cumbersome spreadsheets and manual approval processes? Spending valuable time and resources emailing worksheets back and forth and making sure the approved compensation data gets back into your HR system? This approach is not only tedious and time-consuming, but it also leaves too much room for error. Fortunately, compensation management doesn't have to be so hard.

Workforce Dimensions™ Compensation Management, an add-on module to Workforce Dimensions HR, automates and streamlines the entire compensation management process — from defining programs and guidelines to budgeting and modeling to routing proposals for approval. Seamless integration with Workforce Dimensions HR significantly reduces error-prone data entry, provides ready access to employee profiles and performance history, and helps improve data consistency. With Workforce Dimensions Compensation Management, you have robust decision-making tools at your fingertips and better visibility into all phases of the compensation planning process. The results? Reduced administrative burdens. Improved corporate governance. More equitable distribution of rewards. And greater control over your compensation spend.

Set up compensation cycles in a snap

Workforce Dimensions Compensation Management enables you to set up compensation cycles with remarkable speed and ease. Simply define the program type, enter the start and end dates, assign a cycle manager, and specify the employee type to be included, such as hourly, salaried, seasonal, or executive. The application supports annual, nonannual, cycle-based, and off-cycle merit- and promotion-based salary increases. For optimal flexibility, you can even define program eligibility and manage plans that cross multiple business units.

Looking to factor employee performance into the compensation planning process? The built-in Merit Matrix tool makes it simple to award pay increases based on the correlation between an employee's performance rating and pay grade. So you can effectively tie compensation to individual accomplishments and contributions to support pay-for-performance.

What's more, individual employee information — including status, pay grade, location, and shift — is visible throughout the process, so you know you're working with current, accurate data.

Define budgets for each compensation cycle

Workforce Dimensions Compensation Management lets you define the budget for each compensation cycle using an intuitive, spreadsheet-like interface. The application supports both top-down and bottom-up budgeting processes — with appropriate approval workflows — and your choice of salary structure. Optional access to PayScale-powered salary reports from within the Workforce Dimensions interface lets you use up-to-date compensation data and research to guide budget decisions.



Key Benefits

- » **STREAMLINE** compensation planning with automated tools and workflows
- » **GAIN** increased visibility into all phases of compensation planning
- » **IMPROVE** corporate governance with automated enforcement of compensation guidelines
- » **MAKE** fair, equitable compensation decisions across the organization



Model compensation scenarios to optimize your labor spend

Managers can model compensation scenarios for their direct reports using the application’s built-in worksheets. Or they can plan offline in Excel® and seamlessly import updates back into Workforce Dimensions. Managers can enter merit increases by percentage or flat amount and see how much of the budget has been allocated in real time. Pre-configured budget guidelines help managers allocate increases in alignment with the corporatewide compensation strategy to support equitable rewards and minimize overspend. Employee profile data and performance history are always just a click away to help inform compensation decisions.

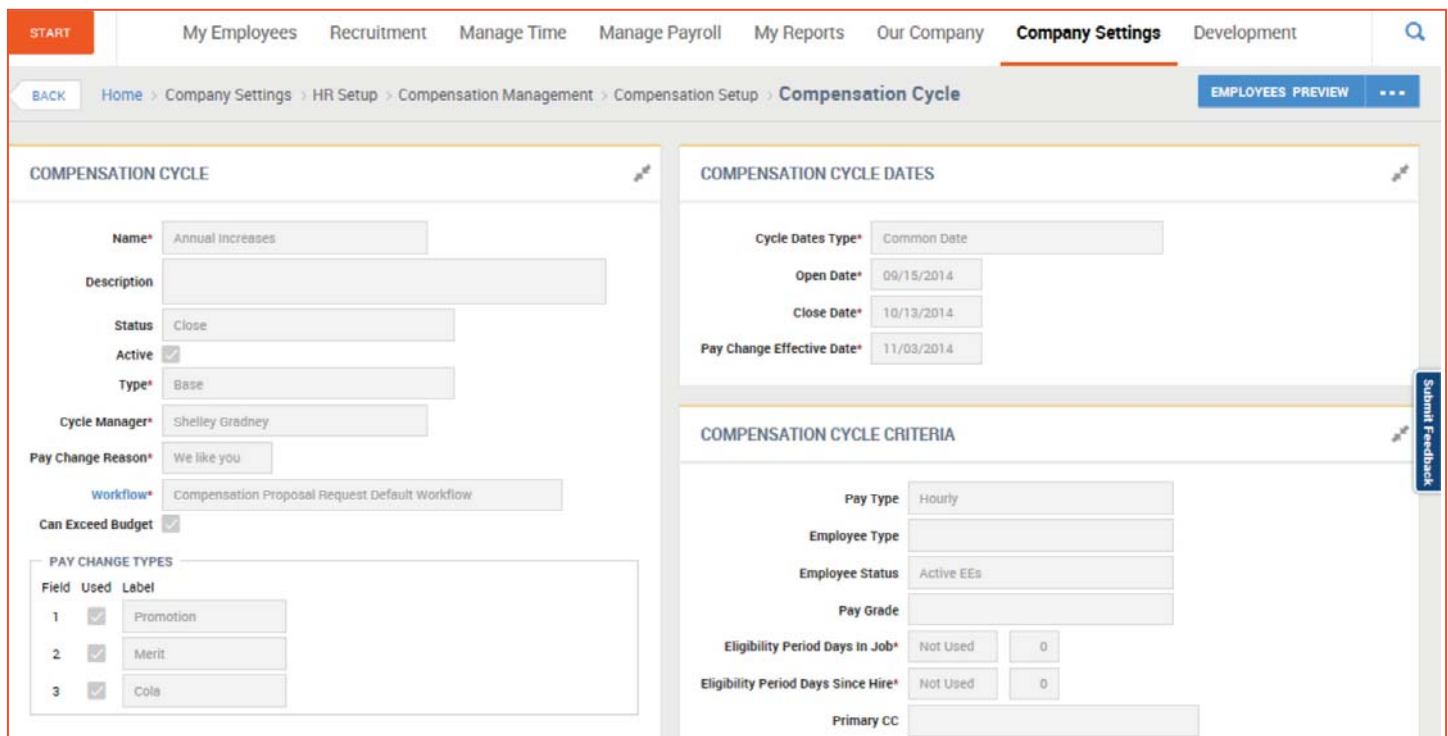
Drive efficiency from start to finish

Proposed increases are automatically routed through a configurable approval workflow; automated alerts and reminders keep the process moving forward. Security controls let you determine who can access specific information and functionality, and who has override privileges at each step in

the process. In addition, an innovative “mass finalize” function makes it easy for HR or compensation managers to review and approve increases for all employees — without having to drill down into each proposal individually.

About Workforce Dimensions

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage the workforce can bring to your bottom line. That’s why we developed **Workforce Dimensions** — a new solution that reimagines what’s possible in modern workforce management and human capital management technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.



The Workforce Dimensions Compensation Management module is seamlessly integrated with Workforce Dimensions HR to provide better visibility and control and to help ensure more accurate employee records. It includes default and configurable workflows that reduce compensation administration complexity and streamline notifications and approvals.

Workforce Dimensions

ACA Manager

Proactively manage ACA compliance across your entire workforce

When it comes to ACA administration, spreadsheets, home-grown reports, and manual calculations will do little to simplify a highly complex process with potentially significant financial consequences. Instead, organizations like yours need integrated human capital management tools that provide complete automation and high-quality information for driving cost-effective labor decisions and minimizing ACA compliance risk. The good news is that Kronos already has these tools ready for you with the Workforce Dimensions™ ACA Manager™.

Workforce Dimensions ACA Manager provides proactive management of your ACA compliance strategy across your entire workforce. It gives you the tools to effectively manage regular- and variable-hour employees' benefit compliance, along with applicable reporting and a simple year-end process. It's ACA compliance made easy!

Get comprehensive ACA status visibility

With Workforce Dimensions ACA Manager, you can access both real-time and historical detail on ACA status measurements for your company as a whole as well as for individual employees. Management dashboards provide consolidated views of regular- and variable-hour labor pools and the ability to drill down into views for each employee. View any employee's current status or historical status by month with the ACA Timeline view.



Key Benefits

- » **AUTOMATE EMPLOYEE HOURS** tracking against set measurement periods
- » **REAL-TIME REPORTING** provides anytime monitoring of employee's ACA status
- » **STREAMLINE BENEFITS ENROLLMENT** with automatic enrollment notifications
- » **ACCURATELY COMPLETE AND FINALIZE** forms to submit to the IRS



ACA COMPLIANCE OVERVIEW							
MONTH	YEAR	HOURS	ACA STATUS FT	ACA STATUS PT	APPROACHING ACA FT	COMPLIANCE ALERT	POSSIBLE DOWNGRADE
September	2015	7216.00	1	89	40	-	
August	2015	6888.00	1	89	40	-	
July	2015	7544.00	1	89	-	-	
June	2015	7216.00	1	89	-	-	
May	2015	6960.00	1	89	-	-	
April	2015	7216.00	1	89	-	-	
Totals		43040.00	6	534	80	-	

The ACA Compliance Overview shows — at a glance — your total number of employees by month, how many of those employees are part time, and how many part-time employees are approaching full-time status.



Automate ACA strategy enforcement

Workforce Dimensions ACA Manager lets you proactively manage your ACA compliance strategies and policies. Compliance alerts notify managers when an employee's status changes to full time or part time, when an employee is approaching eligibility, and when an employee has scheduled hours that would put him or her over the eligibility limit. Alerts can also be sent to employees to notify them that they are eligible for benefits. Additional rules can help you enforce schedules and maintain your preferred full-time/part-time employee mix.

Closed-loop ACA process administration

Workforce Dimensions ACA Manager is the only human capital management suite that delivers the power of a platform unified for HR/benefits administration, time and attendance, and payroll. With a single record for each employee, you can streamline and automate the benefits enrollment process as they reach eligibility. Eligibility notifications can be sent to employees with links to automate the enrollment process via simplified self-service features.

Simplified year-end process for IRS filing

With Workforce Dimensions, organizations follow a simple year-end process to complete and finalize the IRS forms. Accurately completing the forms is a breeze with the auto-populate button that directly pulls required employee data into each form. What's more, Kronos works directly with the IRS to ensure the forms in the system are up to date and formatted to the specific AIR submission file specifications.

Workforce Dimensions takes the administrative headache out of ACA compliance through automated hours tracking, benefit enrollment, notifications, reporting, and completing and finalizing the forms. So when it comes time to file with the IRS, organizations can be confident that the forms are accurate, complete, and ready to submit.

Employee: Jack Fella Sutherland (Main Company) (0016)

ACA TIMELINE

< > Date Range: 04-01-2015 - 10-01-2015 Last Calculated On: 10/24/2015 04:48p

ACA Profile: Standard

	APR '15	MAY '15	JUN '15	JUL '15	AUG '15	SEP '15
Hours	176.00	168.00	176.00	184.00	168.00	176.00
Month Status	FT	FT	FT	FT	FT	FT
ACA Status	FT	FT	PT	FT	PT	FT
Waiting Period Month	-	-	-	-	-	-
Initial Measurement Month	-	-	-	-	-	-
Initial Administrative Month	-	-	-	-	-	-
Initial Stability Month	-	-	-	-	-	-
Standard Measurement Month	4	5	5	1	2	3
Standard Administrative Month	-	-	-	-	-	-
Standard Stability Month	-	-	-	-	-	-

In the ACA Timeline view, you can drill down to see each employee's status for the ACA Measurement, Administration, and Stability periods.



Workforce Innovation
That Works™

www.kronos.com

Workforce Dimensions

API Empowerment Services

Accelerate successful API integrations for rapid time to value

Workforce Dimensions™ is powered by the Kronos D5™ intelligent cloud platform to support the next generation of workforce management. Kronos D5 delivers a robust application programming interface (API) framework that provides extensibility and simplifies integration with other systems. Our collection of flexible, RESTful, and on-demand APIs includes pre-built connectors for people, payroll, accruals, and more. Depending on your specific integration requirements, however, API complexity may present challenges for your technical resources that could prolong deployment and delay time to value.

API Empowerment Services from Kronos® Services provide tiered levels of assistance—from phone and email support to design review and documentation to long-term partnership—to help ensure successful API integration across all your systems. Our Dell Boomi-certified integration developers leverage extensive technical expertise, proven integration tools, and independently validated interfaces to help you successfully address even the most unique and complex integration requirements.

Choose the service level that's right for you

API Empowerment Services are designed to streamline and simplify API integrations between Workforce Dimensions and key business systems and data repositories across your enterprise. Kronos integration developers bring rich domain knowledge and decades of experience to every engagement, helping you effectively address integration complexity and accelerate time to value.

Kronos Services offers three levels of API Empowerment Services to meet your organization's specific needs:

Core Services: Give your technical team direct access to Kronos integration developers via phone and email. Having trouble with an API call? Need insight into best practices? Talk through your challenges with developers who code against Kronos APIs day in and day out.

Enhanced Services: Get all the benefits of Core Services as well as architectural design review sessions during which integration developers check that APIs follow best practices and meet the latest technical standards. These comprehensive reviews help you avoid costly mistakes and potential rewrites that can delay your deployment. In addition, you will receive an Interface Design Document that describes the best way to write your APIs to help ensure they operate successfully—and without interruption—within the secure Kronos D5 platform.

Augmentation Services: Partner with a Dell Boomi-certified Kronos integration developer to shorten the API learning curve and compress development timelines. The developer will work alongside your technical team—on-site or remotely—to transfer knowledge, fast-track integrations, and make sure they are operating according to Kronos best practices. Competitive pricing is available for on-shore and off-shore resources to meet your budget requirements.



Key Benefits

- » **REALIZE BUSINESS VALUE** with integration services sized and priced to fit your specific project needs
- » **ADDRESS API COMPLEXITY** with best-fit integration services that accelerate project success
- » **KEEP YOUR PROJECT ON TRACK** with immediate access to API best practices and expertise
- » **ENABLE SEAMLESS INTEGRATION** between Workforce Dimensions and other business systems



Achieve seamless integration to support business processes

When it comes to integrating Workforce Dimensions with other enterprise applications, Kronos has you covered. We offer a range of API Empowerment Services, sized to meet your needs and budget, to take the complexity out of API integrations and ensure seamless connectivity across your organization. With our scalable range of offerings, you can enjoy a fast, hassle-free Workforce Dimensions deployment while fully leveraging your investment in existing application technology.

Partner with the trusted workforce management leader

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos Services provides a wide range of strategic services that help customers achieve smart value fast and accelerate return on their workforce solution investment — all while delivering the experience they expect. Learn more at www.kronos.com/services.

Kronos: Workforce Innovation That Works™.

Customer Success is our promise to be your advocate and partner. And like any good partner, we're not going to simply send you off into the sunset with a map and a "good luck!" Instead, we're going to help plan the route to your workforce management and human capital management success in the cloud — and then hop in the passenger seat and go along for the ride. We've been in the business of helping organizations make the most of their people for a long time now — and with many successful miles under our belt, combined with deep domain knowledge and industry expertise, we've got a lot of insight to share.

As your co-pilot, your success is personal to us. Hit a bump in the road? We feel it too — and we're right there to help smooth it out with solutions that are personalized to your organization. And because the road to building a world-class workforce often includes detours and fuel-ups, we're here to lead you toward resources that keep you on track and informed, empowered to move forward with everything you need to succeed.

That's the strategy — now let's hit the road.
Along the way, you can expect an experience that is:

PROACTIVE: We anticipate your needs and empower you with tools and resources

PERSONAL: Your experience is unique — so our partnership is tailored to your success

PROVEN: Our expertise is time-tested and laser-focused





What Can You Expect?

Once we set off on your Kronos cloud journey, our team works to accelerate value at every point. Autopilot isn't our style, so simply identifying your business goals isn't how we work. Instead, we provide the training, thought leadership, tools, and data you need to cruise a one-way street toward success. We'll be there to give you clear, timely directions — and bring all the right people and resources together at the right time along your route.

Map Your Course with Results-Driven Collaboration

Kronos® **Customer Success Managers** are results-driven — your success is their success. As you build a high-performing workforce, you'll have the industry expertise of partners who know your immediate and long-term business goals like the backs of their hands. Customer Success managers are here to steer you in the right direction to optimize your workforce, maximize your Kronos investment, and achieve success in the areas that matter most to you.

Fuel Up on Empowering Resources

Staying informed — or even becoming an expert in your own right — is critical to taking care of your workforce and your organization. If you don't quite know where to begin, we've got you covered with access to actionable data, insight from industry-specific thought leaders, and resources focused on helping you achieve full value from your Kronos investment.

When we go the extra mile, you succeed.

Learn more about Kronos Customer Success at:

www.kronos.com



KRONOS®

Workforce Innovation
That Works™

www.kronos.com

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Workforce Dimensions

Customer Success Plans

Leading you along the best path to your workforce management and human capital management success is our No. 1 priority. You can count on us to go the extra mile to deliver a proactive, personal, and proven experience by providing you with the training, thought leadership, tools, and data you need to succeed.

Our three Customer Success Plans offer you the flexibility to choose the one that best meets your unique organizational needs, and all our plans are designed to help you maximize the full value of your Kronos® solution.

Community

» **ENHANCE VALUE** through a digital, self-service, community-based approach

Guided

» **DRIVE SUCCESS** with personalized guidance designed for your solution

Signature

» **AMPLIFY BUSINESS** outcomes with access to one-on-one success planning and technical support

	Community	Guided	Signature
Support Services			
Local Time Zone Support	8 a.m. – 8 p.m. M-F Support 2-hour response time to cases		24-hour x 7 Support 1-hour response time to cases
24x7 Mission Critical Support	•	•	•
Proactive Support		•	•
Technical Account Manager	Fees Apply	Fees Apply	•
Integration/API Support			•
Success Services			
Kronos Community	•	•	•
Kronos Onboarding Experience	•	•	•
Kronos KnowledgeMap™	•	•	•
Kronos KnowledgeMap™ Live	Fees Apply	Fees Apply	•
Named Success Manager			
Live Check-In Meetings		Quarterly	Monthly
Personalized Success Paths		•	•
Success Reporting		Semi-Annually	Quarterly
Executive Business Reviews		Annually	Quarterly
New Feature Review and Activation*		•	•
Optimization Assessment		Semi-Annually	Quarterly
Industry Best Practice Audit			Quarterly

*Assistance integrating new licensed and nonlicensed features under 10 hours is supported.

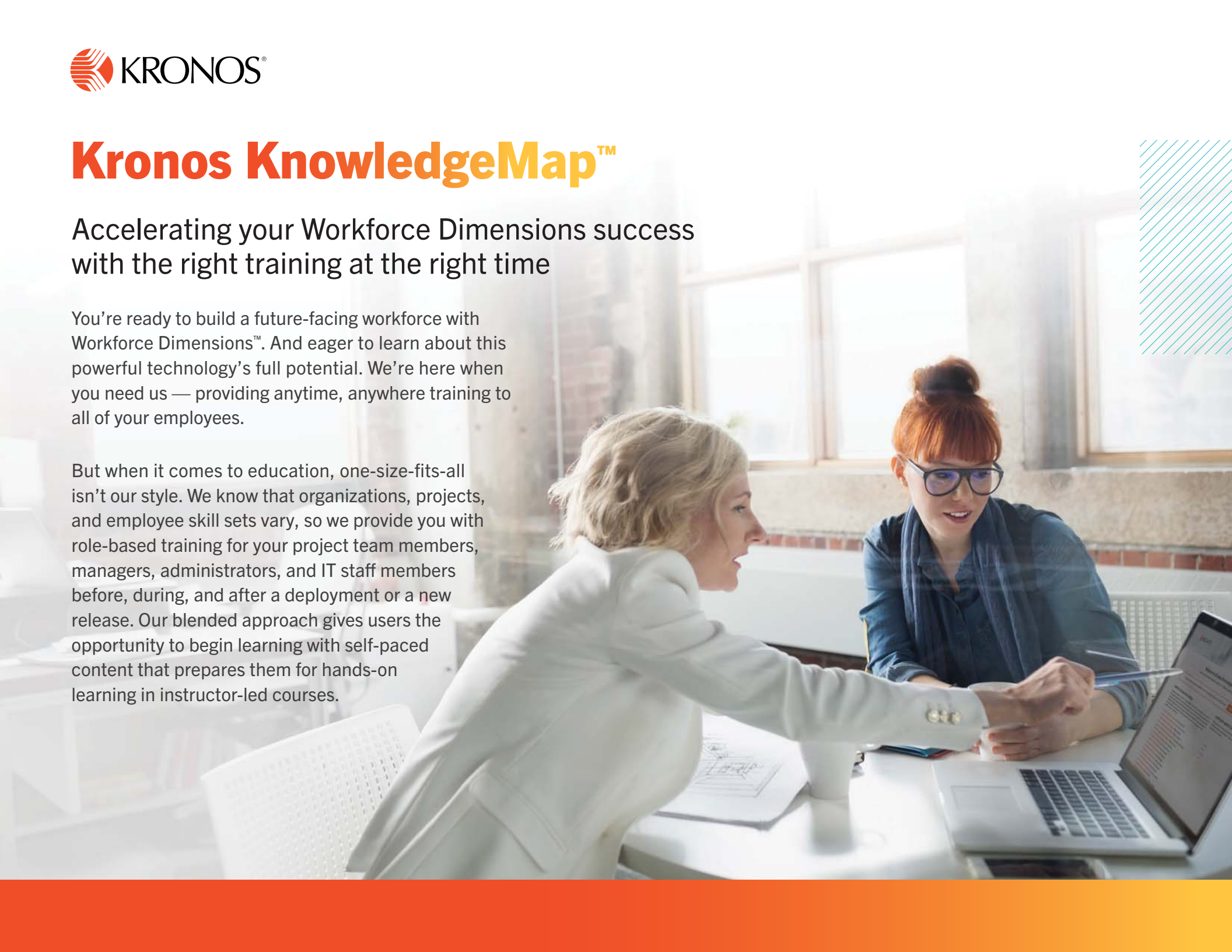


Kronos KnowledgeMap™

Accelerating your Workforce Dimensions success with the right training at the right time

You're ready to build a future-facing workforce with Workforce Dimensions™. And eager to learn about this powerful technology's full potential. We're here when you need us — providing anytime, anywhere training to all of your employees.

But when it comes to education, one-size-fits-all isn't our style. We know that organizations, projects, and employee skill sets vary, so we provide you with role-based training for your project team members, managers, administrators, and IT staff members before, during, and after a deployment or a new release. Our blended approach gives users the opportunity to begin learning with self-paced content that prepares them for hands-on learning in instructor-led courses.



Start in Kronos KnowledgeMap

Accessible through the Kronos Community, our Kronos KnowledgeMap™ site contains self-paced training and change management tools. It's freely available to you and your employees and is designed to help you keep current with new releases and learn how your Workforce Dimensions solution supports your business processes. Visit Kronos KnowledgeMap to find learning content by product, role, and onboarding and post-deployment phases.



Come on in! Kronos KnowledgeMap is available to all customers through the Learn tab in the Kronos Community.

Go above and beyond with instructor-led training

Ensure that your functional and technical team members are fully prepared for deployment and ongoing support of your solution with instructor-led training. A subscription to Kronos KnowledgeMap Live gives your team members access to demonstrations and hands-on learning delivered by Kronos Certified Instructors. Presented in guided learning paths, along with the Kronos KnowledgeMap self-paced learning, a Live subscription makes it easy to complete and track training at the right time. It helps new team members onboard as efficiently as possible. And after onboarding, it ensures that your technical and core team members' skills and knowledge are current for each release.

Support the people side of your solution with the User Adoption Resource Center

You're eager to leverage the full value of your Workforce Dimensions solution — and we're here to help your people increase adoption. Available with your Kronos KnowledgeMap Live subscription, the User Adoption Resource Center is your destination for the expert answers, coaching, and tools you need to help bring your organization up to speed. Connect with a Kronos User Adoption Consultant directly from the Resource Center. Your consultant will be your concierge to the resources, tools, and templates that are available to help ensure solution adoption. And if you need additional help, it's available on an hourly time-and-materials basis.



Key Benefits

- » **ACCELERATE** user adoption and solution confidence
- » **LEARN** from Kronos Certified Instructors with deep industry expertise
- » **DEVELOP** an individualized success plan with a Kronos User Adoption Consultant
- » **PROMOTE** a culture of continuous learning and technology competence
- » **TRACK** training progress to measure employee skills and success
- » **REALIZE** maximum value from your Kronos investment

Leading-edge features

- » **Self-paced tutorials:** Concepts, processes, and skills education targeted to specific, roles-based tasks
- » **How-to simulations:** Guided simulations on common tasks, providing effective refresher training or skills reinforcement
- » **Job aids:** Handy, printable, step-by-step instructions for performing common tasks
- » **Webinars:** 1- to 2-hour live, online concept and process overviews, product demonstrations, and solution decision discussions with a Kronos Certified Instructor
- » **Instructor-led courses:** 2- to 4-hour live training in a structured online environment or private on-site courses led by a Kronos Certified Instructor. Includes hands-on access to your solution and targeted practice applying conceptual and process-based skills learned in self-paced training.
- » **Sandboxes:** Practice what you learn during your instructor-led training, try tasks you learn in tutorials and simulations, gain further confidence in your skills, and test-drive new features
- » **Reporting:** Monitor your progress. Core team leads can also monitor the progress of fellow team members. Export progress data to popular reporting formats for customizations.
- » **Change management and user training:** Adaptable tools, templates, and coaching to plan for and execute on your user adoption goals

What's what: Choose the experience your people need to succeed

	Kronos KnowledgeMap	Kronos KnowledgeMap Live	User Adoption Resource Center
Self-paced tutorials	X	X	
How-to simulations	X	X	
Job aids	X	X	
Webinars		X	
Instructor-led courses		X	
Sandboxes		X	
Reporting		X	
Change management tools			X
User training tools			X
User Adoption Consulting			X

Access to Kronos KnowledgeMap is included in your Workforce Dimensions purchase. Access to Kronos KnowledgeMap Live and the User Adoption Resource Center is available for an additional fee.

About Kronos

Kronos® is a leading provider of workforce management and human capital management cloud solutions. Kronos Services provides a wide range of strategic services that help customers achieve smart value fast and a rapid return on their workforce solution investment — all while delivering the experience they expect.

Kronos: Workforce Innovation That Works™.

Learn more at:
kronos.com/services



Workforce Innovation
That Works™

www.kronos.com

Workforce Dimensions

Data Extraction Tool

Harness the power of Workforce Dimensions data across enterprise systems

Workforce Dimensions™ from Kronos is designed to help your organization manage the workforce of the future — today. This powerful application suite leverages the latest technologies to streamline workforce management practices, provide actionable intelligence, and empower and engage your most valuable resource: your people. Workforce Dimensions can deliver even greater value when it operates as part of a seamless digital ecosystem that spans all areas of your organization. By harnessing the power of Workforce Dimensions data across your enterprise systems, you can unlock new insights and better understand how the workforce affects overall business performance.

The Data Extraction Tool, implemented by Kronos® Services, enables you to share Workforce Dimensions data with other key business systems, such as Customer Relationship Management, Enterprise Data Warehouse, Enterprise Resource Planning, Point of Sale, Finance, and other solutions. By bringing together workforce and other operational data, the Data Extraction Tool allows you to gain broader enterprise visibility and key strategic insights for better business outcomes.

Ready, set, connect!

As the foundation of the Workforce Dimensions solution, the intelligent Kronos D5™ platform lets you work in a modern cloud that leverages new technologies and works seamlessly with your existing systems. Kronos D5 incorporates the Dell Boomi integration platform as a service (IPaaS) to support all integration processes between cloud platforms, software-as-a-service applications, and on-premise systems. The Data Extraction Tool is available out of the box with Dell Boomi integration technologies.

Kronos Services can rapidly implement the Data Extraction Tool as a seamless component of your solution set, thereby making Workforce Dimensions data available to specified applications across the enterprise. Authorized end-users can schedule and execute integration processes directly from the Workforce Dimensions interface. And because data processing, summarization, and preparation all occur within your secure Kronos D5 tenant, you can rest assured that your workforce data is always well-protected.

Once Kronos Services implements the Data Extraction Tool, specified enterprise systems immediately benefit from the following Workforce Dimension views:

**Timecard****Employee****Schedule****Schedule group****Totals**

Key Benefits

- » **ACCESS CRITICAL DATA** from Workforce Dimensions starting on day one
- » **UNLOCK NEW INSIGHTS** by bringing together workforce and other operational data
- » **SCHEDULE EXPORTS ON DEMAND** from within the familiar Workforce Dimensions interface
- » **AUGMENT DATA EXPORTS** with custom views and insightful summarizations
- » **PROCESS DATA RESPONSIBLY** through your secure tenant in the Kronos D5 platform



Realize greater value from your Kronos investment

When it comes to integrating Workforce Dimensions with other enterprise applications, Kronos has you covered. Our experienced consultants leverage extensive technical expertise, proven Dell Boomi iPaaS tools, and independently validated interfaces to address even the most unique and complex integration requirements.

With the Data Extraction Tool, implemented by Kronos Services, you enjoy a fast, hassle-free implementation while protecting your investment in existing application technology. Just as important, you get the ability to combine workforce and operational data for critical insights and even greater business value.

Partner with the trusted workforce management leader

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos Services provides a wide range of strategic services that help customers achieve smart value fast and accelerate return on their workforce solution investment — all while delivering the experience they expect. Learn more at www.kronos.com/services.

Kronos: Workforce Innovation That Works™.

Workforce Dimensions

Migration Assessment

Are you interested in migrating to Workforce Dimensions?

Our Workforce Dimensions™ migration offering is carefully designed to help your organization assess your overall readiness and best prepare for your migration.

The chances are good that your organization's current on-premises or cloud-based Kronos® solution has changed since you first installed it. As a result, it may be difficult to audit, review, and validate your solution in an objective way to ensure a smooth, quick migration to Workforce Dimensions. This can also be the perfect time to identify ways to improve your workforce practices, so that bad habits don't carry over into the new solution.

Our services team will outline how Workforce Dimensions will differ from your current Workforce Central® suite solution and illustrate what may be changed, from new functionality that could potentially eliminate existing processes and the need for custom integrations to how the product roadmap could impact your solution. The review will also identify areas where technical and business process improvements can be made.

Our services team then presents the opportunities for improvement in an executive dashboard summary and a comprehensive report that details these findings as well as actionable recommendations for migrating to Workforce Dimensions. Part checklist and part roadmap, the report helps you create an environment consisting of technical, business, and functional best practices to achieve the most successful migration possible. If you're interested in migrating your Workforce Central solution to the Workforce Dimensions solution, and want to make sure you have a comprehensive review before making the move, we have the answer.

Workforce Dimensions Migration tasks

The Workforce Dimensions Migration Assessment evaluates your entire solution to help ensure that your migration plan is as thorough — and as successful — as possible. Our team helps you address the following key areas and more:



Key Benefits

- » **INDEPENDENT EXPERT REVIEW**
objectively identifies readiness and opportunities
- » **MINIMIZE ORGANIZATIONAL RISK**
with a detailed, comprehensive functional and technical solution
- » **DEVELOP A ROADMAP STRATEGY**
that aligns Workforce Dimensions with your business objectives



Inventory

- Terminals
- Products
- Interfaces
- Custom reports, products, and tables
- Authentication



Evaluate

- Integration strategy
- Terminal strategy
- Reporting strategy
- Workstation requirements
- Archive strategy



Improve

- Global policy settings
- Best-practice recommendations
- Configuration improvements
- Change control process



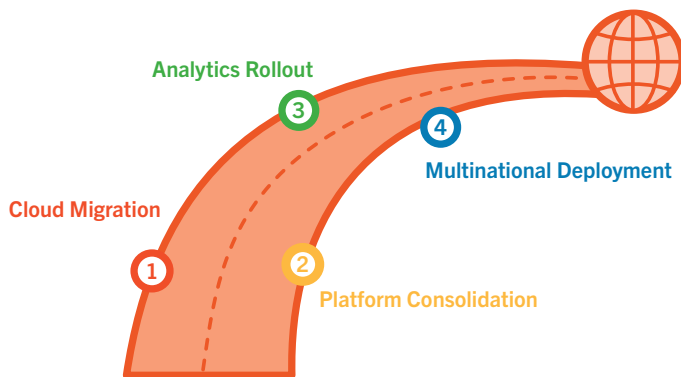
Don't go it alone

We want your company to realize the many benefits of Workforce Dimensions, and Kronos Services can help get you there. Using the experience we've gained helping thousands of organizations (like yours) migrate to new platforms as well as to the cloud, we'll partner with you to make sure you have a clear picture about what's involved in migrating to Workforce Dimensions, along with a plan that maps an efficient and effective migration.

Minimize guesswork, maximize results

When it comes to something as significant — and as important — as migrating your workforce management solution, don't take the risk of going it alone. Our services team can help you assess where you stand today and develop a roadmap and recommendations for a migration plan. And we can manage the entire process so your IT staff doesn't have to.

Strategic Roadmap 2-Year Executive Plan



About Workforce Dimensions

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage that the workforce can bring to your bottom line. That's why we developed Workforce Dimensions — a totally new solution that reimagines what's possible in modern workforce technology. Every dimension — the underlying technology, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.



Workforce Ready Specific Attachments





Kronos **Workforce Ready**

A complete solution for creating and engaging a diverse workforce

Imagine a full suite of automated, scalable tools that integrates HR, time and attendance, payroll, and more so you can manage and nurture all of your people in ways that inspire them to succeed — from pre-hire to retire.

This is Workforce Ready.

The Workforce Ready® solution suite is designed to help you attract and retain top-quality talent for your diverse workforce, with the tools you need to not only make work easier and more productive, but also to deliver a great employee experience.

From employee engagement, leadership success, and talent development to flexible performance management and labor law compliance, Workforce Ready helps you manage your people to today's emerging human capital management (HCM) trends — all while helping you stay competitive and fuel organizational growth.

Workforce Ready at work

Seamlessly integrated Workforce Ready applications for recruiting, onboarding, time and attendance, scheduling, absence management, payroll, and more are easily accessed through an intuitive user interface. Time-consuming processes are streamlined — and visibility into employee data is enhanced to help you make smarter business decisions.



The Workforce Ready Unified platform offers:

A single employee record: You enter employee data just once in a single database and it's shared across all applications.

A single source of truth: With a common reporting function, there's no need to combine multiple sources of information. Decisions can be made based on accurate, real-time data.

A superior user experience: Your users work in the same interface across all applications, minimizing training and boosting efficiency. And employee self-service and mobile app allow easy anytime access.

Convenient cloud-based delivery: With the Kronos Cloud, you avoid installation headaches, you're always on the latest software release — and you only pay for what you use.

Kronos Workforce Ready Suite

Engaging your workforce from pre-hire to punch to payroll

HR Management

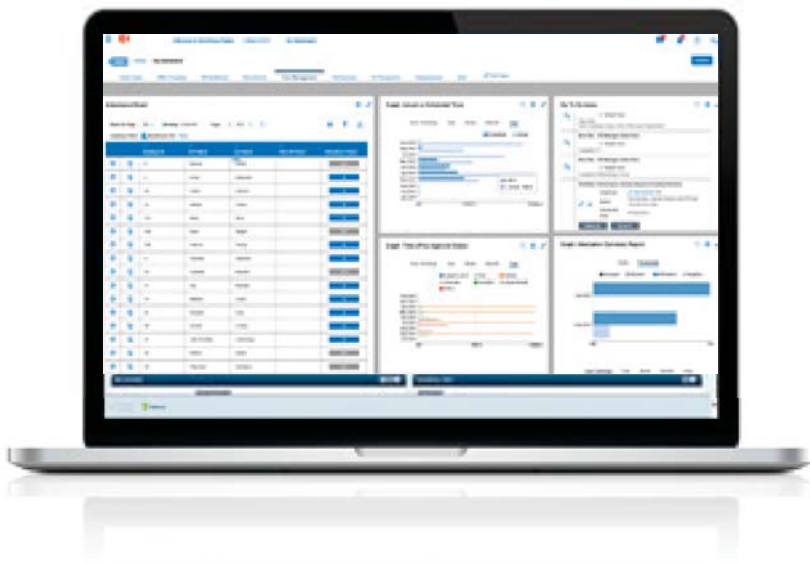
To find and keep the best people, HR professionals need a solution that blends talent acquisition functions of recruiting, hiring, and onboarding with talent management functions of benefits, compensation, and performance management. Workforce Ready HR lets you store and track employee information in one paperless system to make all of these processes faster and easier — while allowing you to focus on providing more strategic value to your organization.

Time & Attendance

When it comes to managing your workforce, disparate systems, manual or semi-automated processes, and limited data visibility can prevent you from developing a high-performing, motivated workforce. Workforce Ready automates and simplifies time and absence management, accruals, leave, and scheduling functions with powerful applications that help you control labor costs and reduce compliance risk.

Payroll Management

Workforce Ready streamlines payroll management by simplifying the entire process, greatly reducing processing time with configurable checklists and instant access to reports and data, as well as payroll services to manage tax filing, direct deposits, garnishments, and more. Starting with accurate time data, you can ensure the perfect paycheck.



Kronos Workforce Ready provides single-source access to accurate employee data across HR, payroll, time and attendance, and more. The configurable dashboard offers a single view of employee data for simplified and real-time workforce management.

Human Resources

Finding and retaining the best talent

Workforce Ready automates administrative HR tasks:

- Expedites applicant tracking, screening, and hiring
- Simplifies benefit plan setup, enrollment, and changes
- Streamlines performance and compensation management
- Automates all steps in the performance review process



The key to business success starts with recruiting and retaining great people — because satisfied, engaged employees are more productive and invested in ensuring customer satisfaction. Workforce Ready HR can help you create this motivated, high-performing workforce.

Talent Acquisition

Workforce Ready HR lets recruiters and hiring managers source, track, and evaluate talent while providing a positive, consistent applicant experience. Candidates can easily search jobs and apply online, while managers can post job requisitions, screen and accept applications, and track applicants throughout the pre-hire process. And employees are engaged from the very start with configurable onboarding tools and social media integration.

Talent Management

Workforce Ready HR provides agile performance management with custom-defined review forms, an automated review cycle, and alerts that can be linked to compensation management for making fairer and more equitable compensation decisions.

In addition, the system makes benefit plans easier for administrators to set up and manage — which is further aided by employee self-service.



Workforce Ready Marketplace

Similar to a mobile app store, the Marketplace allows you to easily extend the features and functionality of Workforce Ready with pre-integrated, complementary applications and services such as eVerify integration and background screening.

Human Resources

Gain more time to focus on strategy instead of paperwork

Workforce Ready efficiencies free managers to pursue more value-added activities:

- Stores and tracks all employee data in one location
- Eases administrative burden through streamlined processes and less paper
- Enables access to real-time HR data via configurable reports, dashboards, and mobile tools
- Empowers employees with HR self-service and mobile app



Workforce Ready HR integrates the capabilities you need to find and keep engaged and productive employees. And by reducing administrative tasks, it frees HR managers to take a more strategic organizational role using real-time data and insights to drive better outcomes.

Powerful reporting

Through the system's single employee record, Workforce Ready HR lets you store and track all employee information from one location and create reports to better understand your workforce and help executive teams make more informed decisions.

Paperless HR

Workforce Ready streamlines routine tasks such as benefits open enrollment and performance management using virtually no paper — assisted by employee self-service tools and mobile access. And with built-in, configurable workflows, you can easily manage tasks and schedules associated with job requisitions, new hire onboarding, promotions, compensation, and more.

Simplified compliance

Workforce Ready provides the tools, visibility, and reporting you need to avoid costly noncompliance fines and litigation through proactive compliance management of changing labor laws and regulations such as EEOC reporting, I-9 forms, the Fair Labor Standards Act, and the Affordable Care Act.

"Employees have access at their fingertips to their paystubs and benefits information ... Enhancing our communication of employee information has improved our employee experience."

Brad Nycz, Director of HR
Dowco



Time and Attendance

Streamlined to boost employee satisfaction and bottom-line results

Workforce Ready includes powerful capabilities such as:

- Data collection from various sources
- Attendance policy administration
- Attestation
- Configurable workflows
- Ad hoc reporting
- Employee self-service
- Time-off requests and approvals
- Timesheet approvals
- Exception management
- Points system



From timecard management and labor cost tracking to employee scheduling and absence management, Workforce Ready Time Keeping helps you better manage your diverse workforce while helping to control labor costs and lower compliance risk.

Efficient time and labor cost management

With Workforce Ready, processes are significantly streamlined. For example, its automatic time and attendance data collection from a variety of sources makes it easier than ever to manage your labor data. In addition, flexible, user-defined pay rules help you track your true labor costs — while simplified timecard management facilitates compliance and improves payroll accuracy. And exceptions can be managed in real time to avoid payroll errors and costly rework.

Real-time dashboard visibility

A configurable dashboard lets employees request time off and view schedules, timecards, and more, all from a single screen. The manager dashboard may be tailored to provide one-click access to their most frequent tasks and real-time visibility into staff schedules, overtime, exceptions, and other important workforce information.

Support for a more equitable work environment

Workforce Ready uses a point-based system to help you manage attendance policies at a finite level and track adherence to your attendance strategy. Rules can be used to create points in a positive or negative fashion and drive notifications based on thresholds met.



Accrual & Absence Management

Keep it fair and consistent for ongoing compliance

Workforce Ready delivers easy, single-source access to up-to-date information:

- Automatically enforces absence and leave policies to control labor costs
- Consistently applies absence and leave policies to minimize compliance risk
- Helps you gain visibility into absence trends and take action to improve productivity



Absenteeism costs U.S. companies billions of dollars annually in lost productivity, wages, quality issues, and excess management time.¹ But it also impacts productivity and can lower employee morale. Workforce Ready helps you manage employee absence for better cost control and higher productivity, and to ensure that your people are treated fairly.

Accruals

Managing accruals manually can be a painful process — especially since employees accrue time at different rates. Workforce Ready Accruals automatically and accurately calculates and tracks accrual balances based on your organization’s rules, giving managers immediate visibility into current status to help ensure impartial treatment of employees and minimize compliance risk.

Absence Management

Workforce Ready Leave Manager helps you handle leave cases accurately and consistently to avoid litigation and grievances. It integrates leave requests and documentation with employee timesheets and schedules and limits unauthorized time off and late returns with built-in notifications. It also automates enforcement of federal, state, and employer-specific leave policies, including the FMLA, as well as administration of leave eligibility and requirements.

Further empower your employees through attestation

Failure to comply with labor regulations and collective bargaining agreements can have disastrous results. But **Workforce Ready Attestation** minimizes compliance risk and improves enforcement of wage and hour policies by empowering employees to access, review, and approve or reject their timecards and designate whether they took their lunch break or not when they punch out.

¹ Investopedia, “The Causes and Costs of Absenteeism in the Workplace,” Forbes.com, July 10, 2013. <http://www.forbes.com/sites/investopedia/2013/07/10/the-causes-and-costs-of-absenteeism-in-the-workplace/>.

Scheduling

Always put the right person in the right place at the right time

Workforce Ready provides the tools and visibility you need to:

- Build schedules based on available budget and business demand
- Fill schedules with best-fit employees to maximize performance while minimizing compliance risk
- Manage schedules to maintain accurate coverage and avoid budget overspend
- Measure schedule effectiveness to drive continuous improvement



In today's dynamic workplace, using spreadsheets and paper to create employee schedules is no longer an effective way to staff shifts with the right employees to optimize productivity and control labor costs. With Workforce Ready, time-consuming, error-prone processes are a thing of the past.

Streamlined, accurate scheduling

Develop schedules that help you meet performance goals without exceeding budget with the tools and high-quality information you need to schedule the right people in the right place at the right time. Users can build, fill, manage, and measure best-fit schedules that align output and service-level goals with budget and demand. And automated scheduling rules and policies enforcement helps improve employee morale while reducing the potential for grievances, litigation, and fines.

Improved visibility

Gain on-demand visibility into schedules — from a desktop or mobile device — to improve your responsiveness. Robust reporting allows you to measure schedule effectiveness and apply lessons learned so your managers can spend less time creating and managing schedules and more time focusing on strategic priorities.

"Store managers now have all schedule information in one place, and area managers have better visibility. With Workforce Ready, we've empowered our managers by giving them the tools to better manage their workforce."

Wayne Overla, HRIS Administrator
Blarney Castle Oil

Payroll

Deliver the perfect paycheck — every time

Workforce Ready drives payroll accuracy by providing:

- Continuous payroll processing
- Real-time calculations
- Versatile pay rules engine
- Notifications and alerts that flag issues
- Automated tax table updates
- A Perfect Paycheck Analysis report



Payroll is more than just creating a paycheck on payday. Workforce Ready Payroll puts you in complete control of your payroll and greatly reduces processing time with configurable checklists to keep you on track and automated scheduled reports to ensure accuracy. Starting with employee benefit deductions updated in payroll and accurate time data, the Workforce Ready unified platform helps your organization deliver the perfect paycheck and reduce compliance risk.

Automated, accurate payroll

With continuous processing, payroll data is available whenever you need it. Real-time calculations let you know exactly what your people are doing and what you're paying them to do it. And employee/manager self-service options such as submitting direct deposits and viewing pay statement history empower employees and further streamline processes.

Payroll services

Tax data is built into Workforce Ready Payroll to support multiple regional requirements and tax structures. Automatic tax table updates help ensure the accuracy of employee withholdings. The system includes everything you need to complete and file tax forms in-house — or choose from outsourced options for tax deposits and filing, garnishment processing, and check printing/direct deposit.

"With Kronos, our operating efficiencies have improved tremendously and the length of our payroll process has been reduced from three days to one. Workforce Ready has simplified our workforce management process, saved us time and money, and helped us shape our long-term growth strategy."

Ryan Baldwin, IT Director
Rehab Resources



Real-Time Visibility & Data Access

Use dashboards, reports, and self-service tools to drive results

Workforce Ready delivers the real-time data you need:

- Access standard HR, timekeeping, payroll, and scheduling reports
- Filter, sort, or regroup report contents to suit your specific needs
- Modify report formats with ease using built-in tools
- Export reports to CSV, XLS, PDF, HTML, and XML formats
- Schedule and email reports to keep managers up to date
- Configure workflows to your specifications



Take the guesswork out of people management once and for all. Information-rich Workforce Ready dashboards, reports, and decision-support tools provide organization-wide visibility and insights. Intuitive navigation features let you find critical information quickly and easily. And with instant access to timesheets, schedules, payroll, employee records, and more, you can take immediate action and drive results.

Versatile tools and reports

Easily tailor system tools and reports to reflect the way you do business. Configure more than 150 standard reports to meet your content and formatting needs. Give your managers visibility into important employee information through self-service. And take the load off HR by empowering employees to access their information through convenient self-service and mobile tools.

Configurable workflows

Workforce Ready provides workflows that you can configure to your unique work specifications. You never need to change your processes to accommodate the system. Using its graphic display that shows workflow step direction and actions, you simply drag and drop steps to organize a workflow that aligns with your established processes.

"Managers love having data at their fingertips now. With a single database, they can get accurate data when they need it, so we're not waiting to make critical business decisions."

Brad Nycz, Director of Human Resources
Dowco

How is

Workforce Ready

helping businesses drive results?

▶ YMCA of Greater Boston

One of the largest urban YMCAs in the nation with more than 2,200 employees.

- Employee information is now easier to access, report on, and verify
- Automation of HR, payroll, and timekeeping tasks reduces errors, improves productivity, and allows managers to focus on engaging their teams
- Mobile solution provides real-time visibility into a dispersed workforce

▶ Mammoth Mountain Ski Area, LLC

California's leading four-season mountain resort operator with a seasonal workforce of as many as 4,000 employees.

- Unified solution eliminates manual data entry
- Flexible reporting capabilities enable managers to access data more easily
- Fewer payroll errors ensure more timely, accurate paychecks

▶ Stine Lumber

Louisiana-based hardware chain with 750 employees across 13 locations.

- Access to real-time data significantly increases employee engagement and empowerment
- Processes are now 100 percent paperless
- Automated timekeeping improves efficiency and helps ensure accurate paychecks

▶ Heart of the Rockies Regional Medical Center

25-bed critical access hospital serving nearly 20,000 people throughout the Salida, Colorado, hospital district.

- Increased employee satisfaction has resulted in improved patient care
- Proactive management of ACA strategy is minimizing compliance risk
- One unified employee record provides critical insight into employee data

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works™**.

Put Kronos Workforce Ready to work for you:
+1 800 225 1561 | kronos.com/workforceready



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Workforce Innovation
That Works™

www.kronos.com

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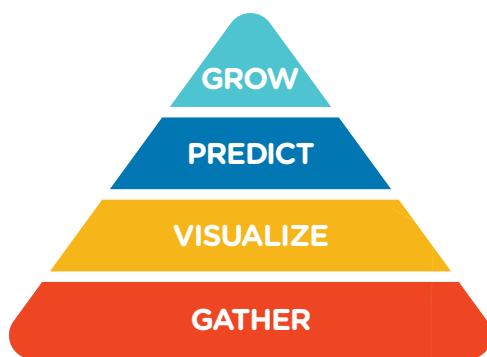
Workforce Ready

People Analytics

Connect all the HCM insights you need to make better-informed workforce decisions

The simplicity of working on one unified platform through Kronos Workforce Ready® means your teams can seamlessly manage your entire workforce from prehire to retire. And that single-solution simplicity also means all your workforce data is available at your fingertips — easily accessible to all teams and ready to be leveraged to make better-informed workforce decisions.

The people analytics tools built into Workforce Ready make it easy to access the day-to-day, tactical data you need to effectively manage employees. But they also mean you have clear views into core metrics that open a direct path to implement long-term workforce strategies based on emerging trends and predictive forecasts revealed by your data.



The layered, hierarchical people analytics components allow you to quickly and easily access the analytics functionality and data you need to facilitate better decision making. It's simple, tiered access to valuable people data that can help you build your workforce strategy as your insights expand and your needs grow.

Key Benefits

- » **ACCESS ALL EMPLOYEE DATA IN ONE UNIFIED VIEW** with one source of truth for people analytics
- » **LEVERAGE VALUABLE DAY-TO-DAY FACTS** about your workforce to better manage employees
- » **GAIN INSIGHTS INTO EMERGING DATA TRENDS AND PREDICTIVE FORECASTS** to implement long-term strategies for improvement
- » **TAKE FAST, PROACTIVE ACTION** on workforce insights to make the most impact

READ ON to learn how people analytics can help your team leverage critical data — from day-to-day tactical insights to core metrics — to help build your long-term workforce strategies.



GROW

Drive business outcomes

Analytics Services

Connect all pieces of your people analytics with curated views of workforce data delivered by a dedicated analytics services team.

PREDICT

Use people data to proactively manage workforce trends

Employee Perspectives, Workforce Ready Scheduler, Succession Planning

Predict workforce trends and proactively engage employees with targeted data.

VISUALIZE

Focus on the facts that matter to make quick decisions

Workforce Ready Charts & Dashboards

Visualize data insights and important metrics to make fast, informed decisions.

GATHER

Gain detailed workforce and process insights across your organization

Workforce Ready Reports

Get real-time details on your people and processes to stay up to date on developments across your organization.

Getting Started with Kronos Workforce Ready Implementation Services

What to expect — and how to expedite your success.

As you begin your Kronos Workforce Ready® implementation, you want to maximize your investment by getting up and running as quickly and efficiently as possible, with minimal disruption to your organization. A well-managed implementation — completed on time and within budget — gets you off to a strong start and lays the foundation for early success. But while process and software functionality are important elements of a successful implementation, our implementation goal is more broadly focused on the ability to reach full, effective user adoption.



"They've been just phenomenal walking us through implementation, meeting our needs, helping us work through special needs we have as a business or an industry."

— **Brad Nycz**, Director of HR, Dowco Incorporated

Implementation services you can count on.

From your customer care representative to your project manager and application consultants, the Kronos Services team is here to guide you through every step, implementing and configuring Workforce Ready to meet your requirements and get you up and running through a guided, strategically directed experience.

Ensuring your investment is a success from the start.

Our experts facilitate a streamlined implementation through every phase, partnering with you to design a plan that leverages our Time to Value Deployment Model and reflects your organization's size, industry, and specific business needs. We'll also outline your contributions to the project's success, allowing you to manage expectations within your organization. And finally, we incorporate quality checkpoints to ensure your ongoing satisfaction and minimize schedule delays.

A plan that measures your satisfaction and expedites your success.


The project plan for your implementation will include specific goals and milestones. These milestones are defined throughout the project, enabling the project manager to review the scope and quality of the project prior to progressing to the next phase of the project. At each milestone, we'll formally ask for your feedback to assess progress.

Moving Toward Your Goal: A Successful Go-Live

Starting with our Welcome Program, every phase is structured to prepare you for what comes next as you move toward a successful system go-live. Here, the entire delivery process is outlined from start to finish.

Our implementation goal is for you to receive the value of your investment with Workforce Ready quickly and efficiently. In order to achieve this, we work with you to roll out our core modules first. Our core modules include Time Keeping, Accruals, HR and Benefits, and Payroll and Tax Filing. After these modules are completed, the focus shifts to deploying additional modules you may have purchased, as well as configuring additional functionality in our core modules.

Implementation Process Overview*



Planning	Assess	Solution Build	Test & Clarify	Deploy & Support	Additional Modules & Functionality
<ul style="list-style-type: none"> • Getting started webinar • e-Learning videos/ discovery training • Checklist items & deliverables • Project manager introduction • Kick-off 	<ul style="list-style-type: none"> • Complete discovery process • Discovery calls • Discuss goals and success criteria • Review best practices • Extract data & provide data imports • Approve solution design documents 	<ul style="list-style-type: none"> • System build • Integrations (if applicable) • Mount & configure time clocks (if being used) • Complete e-Learning videos • Attend administrator training 	<ul style="list-style-type: none"> • Solution overview • Testing workshops • User Acceptance Testing (UAT) • Conduct internal training • Parallel test periods 	<ul style="list-style-type: none"> • “Go live” • Production live signoff & acceptance • Employees using Workforce Ready • Additional training, if needed • Process 1st & 2nd payroll • Transition to Kronos Global Support (KGS) 	<ul style="list-style-type: none"> • Modules <ul style="list-style-type: none"> – ACA Manager – Leave Manager – Compensation Manager • Functionality <ul style="list-style-type: none"> – Open enrollment – Life events – Hiring – Performance review

* Your Workforce Ready Implementation time line may vary from this sample time line depending on the products you purchased.

Start Planning. Start Strong.

In your planning phase — the foundation of your implementation — you will attend the Getting Started webinar, watch essential implementation videos, complete checklist items, and meet your project manager. All of the tasks in the planning phase prepare you for a productive kick-off call and lay a solid foundation for a streamlined implementation.

- Attend Getting Started webinar
- Define your internal implementation team
- Access Workforce Ready sandbox and view e-Learning videos
- Gather checklist items and deliverables
- Project manager introduction
- Schedule Kick-off



It was about time we got Kronos

John Woronkewych, Manager of I.S., CCT

★★★★★ 10 of 10 | 8/25/2016

“Most impressive was the Kronos implementation of our needs into the software. Their project management and attention to detail assured us throughout the implementation process that we were on the road to success.”

Source: John Woronkewych, Manager of I.S., CCT (200+ employees)

Read John's five-star review on [TrustRadius](#)

The information you need to feel confident about your implementation

Visit [Kronos Workforce Ready Implementation Services](#) online today to learn more about your Kronos implementation process.

Connect with Kronos customers, partners, and product experts on the [Kronos Community](#).



KRONOS

Workforce Innovation
That Works™

www.kronos.com

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WORKFORCE READY MARKETPLACE

The Kronos Workforce Ready® Marketplace offers preintegrated, best-in-class solutions that extend the features and functionality of your human capital management (HCM) solution.

OFFERINGS INCLUDE:

- Cloud-based productivity tools >
- Travel and expense report management >
- Background checks >
- Employment eligibility verification >
- Job board integration >
- WOTC services >
- HR and payroll knowledge base >
- Benefits carrier integration* >
- Telephony data collection systems* >



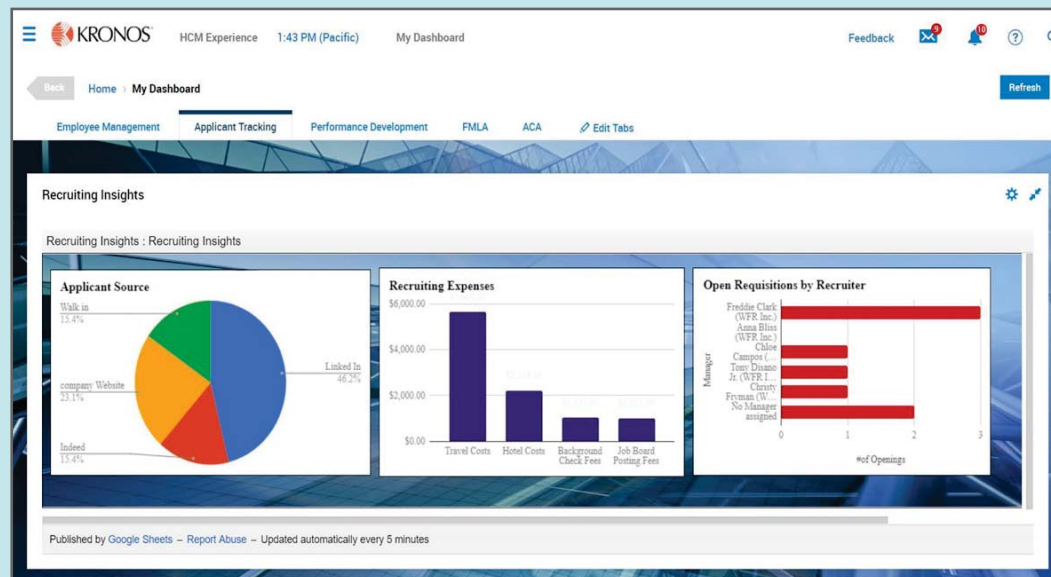
EXTEND THE FUNCTIONALITY OF YOUR HUMAN CAPITAL MANAGEMENT SOLUTION

The Kronos Workforce Ready Marketplace is a portal that allows you to leverage preintegrated solutions available from Kronos and third-party vendors — right from the Workforce Ready user interface. Similar to a mobile app store, the Marketplace is your one-stop shop for applications and services, including expense report management, background checks, employment eligibility verification, and more, that extend the power and functionality of Workforce Ready to help you achieve even more effective human capital management.

The Workforce Ready Marketplace is designed for convenience and ease of use. There's no need to download software, deal with configuration and integration, or execute sales contracts. Simply browse through the Marketplace, add solutions to your Workforce Ready account, and activate them directly from within the application. It's the fast, simple, and hassle-free way to extend your human capital management capabilities with complementary solutions.

◀ G SUITE BY GOOGLE CLOUD

The G Suite by Google Cloud is a cloud-based set of productivity tools designed to provide organizations of all sizes with easily accessible options for word processing, spreadsheet creation, scheduling, file sharing, and many other important daily tasks. Workforce Ready is seamlessly integrated with Google Cloud, allowing improved HR, recruiting, talent management, compliance, and workforce management processes within familiar G Suite apps and mobile devices. For example, employee work schedules created in Workforce Ready are automatically and instantly synced to employees' individual Google calendars. Managers can combine report data from Sheets and display the information as a chart or graph on the Workforce Ready dashboard. Administrators can use Forms to easily capture data updates from employees and import that data directly into Workforce Ready.



With more than 2 million paying organizations actively using G Suite, Google research suggests that **organizations using the cloud, regardless of size, grow 26% faster and are 21% more profitable than organizations that do not.**¹

PRICING

- \$0.25 per employee per month
- \$3 setup fee per employee up to 600 employees
- \$5 setup fee per employee over 600 employees

These prices reflect the rates for U.S. customers and do not include Google licenses, which are required for this integration to work.

CONTACT

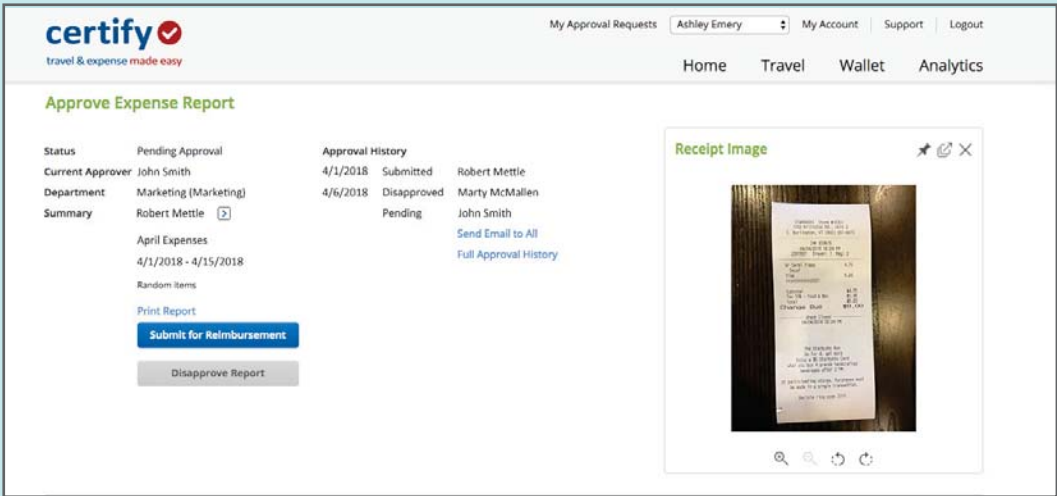
Rick Buono, Product Manager, Workforce Ready HR
+1 978 226 8705; richard.buono@kronos.com

¹ Lafargue, Veronique, *Your Journey to the Cloud: Making Change Easy with G Suite* (accessed April 28, 2017), found at <https://storage.googleapis.com/gfw-touched-accounts-pdfs/your-journey-to-the-cloud.pdf>.

CERTIFY

Certify provides everything your organization needs for effective travel and expense management in one simple, scalable, cloud-based solution. It automates expense report creation and submission for the employee, provides an online review and approval process for managers, and streamlines the processing and reimbursement process for finance professionals. Auto-generated reports and mobile expense management eliminate the need for paper receipts and spreadsheets. On-demand reporting and analytics provide valuable insight into your travel and expense spending. And automatic notifications and robust accounting controls help you consistently enforce your travel and expense policies for increased compliance.

According to a 2017 Certify study, 70% of companies **recouped their investment costs in one year or less** after switching to an automated expense reporting system.²



PRICING

- \$100 per month (includes 15 expense reports)
- \$6 per report — a 25% discount for Marketplace customers (for anything over 15 reports)

Other services, including credit card integration, custom accounting feeds, travel booking services, user training, and custom implementation services, are available as needed for an additional charge.

CONTACT

Mic Harris, Business Development Manager
+1 207 773 6100 x234; mharris@certify.com

² Certify, Inc., 2017 Travel & Expense Management Outlook (accessed April 28, 2017), found at <http://www.certify.com/2017-Expense-Trends-Report-Download-General.aspx>.

easyBACKGROUNDS

easyBackgrounds can help you get qualified, honest employees onboard quickly and easily with an intuitive background check system. Using the latest technology to search nationwide and beyond, easyBackgrounds delivers the information — employment and education verification, identification and criminal record searches, license and certification confirmation, driving history, professional reference checks, and more — you need to make smart hiring decisions. Tight integration between easyBackgrounds and Workforce Ready makes employee record keeping simple and seamless. Background check reports are automatically saved within Workforce Ready employee records for easy access and reference.

Profile Information	
Name:	Robert Ice
DOB:	05/05/****
Date Ordered:	07/25/2016
Date Completed:	07/25/2016
Gender:	U
The following are included in this report:	
Search Type	Status
Instant Address History/SSN Trace	Complete
Instant Address History/SSN Trace	
Social Security Number	
Name	Robert Ice
DOB	05/05/****
Search ID	1519919
Date Ordered	07/25/2016
Date Completed	07/25/2016
Results	
Valid SSN	yes
State Issued	Ohio
Date Issued	1963

According to easyBackgrounds, the average cost of a single employee fraud case is \$145,000, and the retail sector alone lost \$32 billion in 2014 due to employee theft. All this can be prevented with a background check costing less than 1% of an employee's annual salary.³

PACKAGE FEES:

- Basic Criminal Record Search \$29.50
- Enhanced Basic Criminal \$37.20
- Basic with Driver History \$32.50
- Enhanced Driver \$39.50
- Vulnerable Population \$31.25
- Enhanced Vulnerable Population \$40.20

Individual search options are also available outside of or in addition to packaged offerings.

CONTACT

Keen Hahn, Product Marketing Specialist
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³ easyBackgrounds, [Infographic] *The Cost of Skipping the Employee Background Check* (accessed April 28, 2017), found at <https://www.easybackgrounds.com/blog/infographic-the-cost-of-skipping-the-employee-background-check>

◀ E-VERIFY CONNECTOR

United States law requires companies to employ only individuals who may legally work in the U.S. — either U.S. citizens or foreign citizens who have the necessary authorization. E-Verify is a fast, accurate online service that compares information from an employee's Form I-9 to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The E-Verify Connector provides tight integration between E-Verify and Workforce Ready, making employee record keeping a seamless process. With E-Verify Connector, employment eligibility reports are automatically saved within Workforce Ready employee records, where they can be easily accessed and referenced for compliance purposes.

The screenshot displays the Kronos E-Verify interface for Client Test 2 at 3:40 PM (EDT). The user is logged in as John Reese (1200). The interface shows the 'E-Verify' section with a 'Continue' button. Below this, there are three tabs: 'Enter Form I-9 Information', 'Verification Results', and 'Case Closed'. The 'Enter Form I-9 Information' tab is active, showing a form with the following fields:

- EMPLOYEE INFORMATION**
 - First Name*: John
 - Last Name*: Reese
 - MI: []
 - Other Names Used: []
 - Email Address: []
 - Social Security Number*: 123456789
 - Date Of Birth*: 03/05/1983
 - Hire Date*: 05/26/2015
 - Overdue Reason*: []
- CITIZENSHIP**
 - Status*: []
- DOCUMENTS**
 - Document Type*: []

Monetary penalties for knowingly hiring and continuing to **employ unauthorized workers** under the Immigration and Nationality Act range from **\$375 to \$16,000 per violation**, with repeat offenders receiving penalties at the higher end.⁴

PRICING

- \$2.50 per verification

CONTACT

Kronos Workforce Ready Support Services
+1 800 394 4357

⁴U.S. Immigration and Customs Enforcement, *Fact Sheet: Form I-9 Inspection Overview* (June 26, 2013), found at <http://www.ice.gov/news/library/factsheets/i9-inspection.htm>.

◀ eQUEST ADVANTAGE NETWORK

The eQuest Advantage Network is a cloud-based service that can be used to post job requisitions to a network that includes over 8,000 free career sites. The network is composed of major job board aggregators and national outreach career sites. Each job is reviewed by eQuest to make sure that it is sent to the best corresponding career sites. This is done by reviewing the listed job title, skills, and location and sending your job to the best applicable network locations including internet search engines such as Google, Yahoo, and Bing. There is no cost to post a job to the Advantage Network. The post will include your tracking link and URL so when candidates apply for the job, they will be automatically redirected to your applicant login portal.

75% of employers said **they've hired the wrong person** for a position, and one bad hire **cost nearly \$17,000 on average** when negatively affecting business.⁵

The screenshot shows the Kronos Job Requisition form. The top navigation bar includes the Kronos logo, a welcome message, the time (2:21 PM Eastern), and the page title 'Job Requisition'. Below the navigation bar, there are tabs for 'Main', 'Applications', 'Instructions', and 'Edit Tabs'. The main content area is titled 'Job Requisition' and contains several fields:

- Status: Opened
- Type: Internal & External
- Country: United States
- Active:
- Visibility Dates: From 12/14/2017 To []
- Budgeted:
- eQuest:
- Jobs (HR): []
- Applicant Questionnaire: []
- Is Questionnaire Required for Internal: []
- Job Title: []
- Job Categories: []

The 'JOB LOCATION' field is populated with: 3040 Route 22, Branchburg, NJ 08876, United States.

A disclaimer text is visible below the 'eQuest' checkbox:

By clicking on the eQuest checkbox, you are agreeing to send the selected job requisition to the eQuest Advantage Network. The Advantage Network includes over 8000 free career and diverse sites. The Network is comprised of:

- Major job board aggregators
- National outreach career sites
- Diversity sites
- Veteran sites
- LGBT
- Disabled
- Local community-based organizations

Each job is reviewed to make sure that it is sent to the best corresponding career sites. This is done by reviewing the listed job title and location, and sending your job to the best applicable network locations, including Internet search engines like Google, Yahoo, and Bing. There is no cost to post this Job to the Advantage Network.

PRICING

- FREE to post a job to the eQuest Advantage Network

CONTACT

Keen Hahn, Product Marketing Specialist
+1 978 947 4249; keen.hahn@kronos.com

⁵ CareerBuilder, *More than 1 in 4 Employers Do Not Conduct Background Checks of All New Employees* (November 2016), found at <http://www.careerbuilder.com/share/aboutus/pressreleasesdetail.aspx?ed=12/31/2016&id=pr975&sd=11/17/2016>.

◀ eQUEST PREMIUM JOB BOARDS

In today's candidate-driven job market, you want to get as much exposure as possible for your job openings and attract candidates that fit your job criteria. eQuest is the world's largest job delivery company, providing global job-posting distribution and recruitment services. The eQuest premium job board integration reduces the administrative effort associated with sourcing top candidates by automating and streamlining the job-posting process.

By seamlessly integrating eQuest within Workforce Ready HR, recruiters now have a single source to build job requisitions and post listings to premium job boards (such as Monster, Indeed, and CareerBuilder) to attract and hire top talent. Instead of manually posting jobs to individual job boards, you can now build and post requisitions to specific boards from a single screen.

Nearly half (48%) of U.S. hiring decision makers report they **don't see enough qualified candidates.**⁶

PRICING

- \$12 flat fee per job requisition posted

This fee remains the same regardless of the number of premium job boards the req is being posted to. An additional \$12 flat fee will apply if you later make an additional posting of the same req on different sites or update your original posting.

CONTACT

Keen Hahn, Product Marketing Specialist
+1 978 947 4249; keen.hahn@kronos.com

⁶Glassdoor, Inc., *Talent Shortage Is Hiring Managers' Biggest Challenge*, *Glassdoor Recruiting Survey Reveals* (February 23, 2015), found at <https://www.glassdoor.com/press/talent-shortage-hiring-managers-biggest-challenge-glassdoor-recruiting-survey-reveals>.

◀ TAX CREDIT CO.

Tax Credit Co. provides you with an integrated solution for managing Work Opportunity Tax Credit (WOTC) screenings and claims within Workforce Ready, allowing you to quickly and automatically identify credit opportunities and maximize your hiring budget without paperwork or in-depth research into state and federal regulations.

Integrated screening: Seamless online survey experience that fits within your application process and lets applicants complete WOTC screening and sign required forms fast.

Calculations and reports: Automated and accurate forecasts of your earned credit value, reporting on pending applications, and alerts for HR managers and field operations on action items.

Data export and delivery: Easy data export from Workforce Ready and full-service submission of WOTC applications to appropriate government agencies, evaluation of payroll data to calculate and deliver tax credits monthly, and annual package creation containing all forms needed to support tax return submission and your company's WOTC claims on its tax return.

In the last two years, my family or I have received any of the following:

- Food Stamps (SNAP)
- Temporary Assistance for Needy Families (TANF)
- Supplemental Security Income (SSI)

Yes No I do not wish to provide this information

I served in the U.S. Military

Yes No I do not wish to provide this information

WOTC credits usually range from **\$1,200 to \$9,600 per qualified employee**, with most qualified employees generating up to **\$2,400 in tax credits**.

PRICING

Tax Credit Co. has no upfront costs or setup fees. Instead, their fee is percentage-based and is contingent upon the credits awarded to you. Tax Credit Co. will negotiate this percentage with you, as it varies based on your organization's size, industry, and turnover rates.

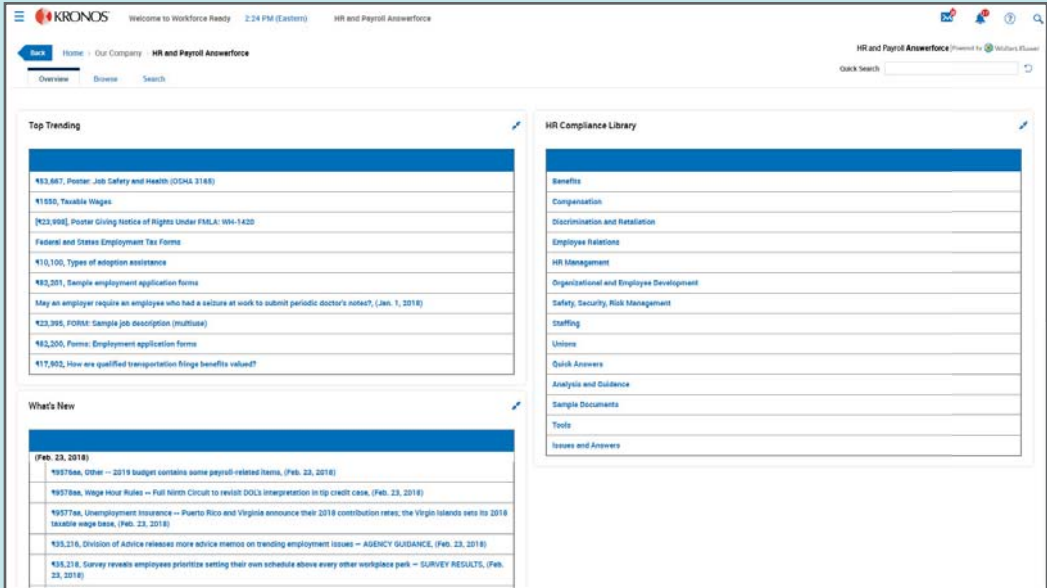
CONTACT

Matt Kelm, Director, Strategic Alliances
+1 323 238 3261; mkelm@taxcreditco.com

HR AND PAYROLL ANSWERFORCE

HR and payroll professionals need accurate, up-to-the-minute information to effectively navigate a fast-changing, complex regulatory environment. Kronos HR and Payroll Answerforce™ is a rich knowledge base that helps you stay on top of the latest information regarding compensation, benefits, employment law, and federal, state, and local regulations. Powered by Wolters Kluwer, a leading provider of intelligent information and digital solutions for legal and business professionals, HR and Payroll Answerforce provides instant access to current industry news, regulatory updates, pay calculators, and more. It's a valuable online resource center that can help you work smarter and stay informed about what's happening in your field.

HR and Payroll Answerforce includes more than **15,000 documents**, with eight to 20 new articles added every day. It also provides access to over **900 helpful HR tools**, including sample policies, forms, agreements, and checklists.



PRICING

- FREE for any number of users

CONTACT
Kronos Workforce Ready Support Services
+1 800 394 4357

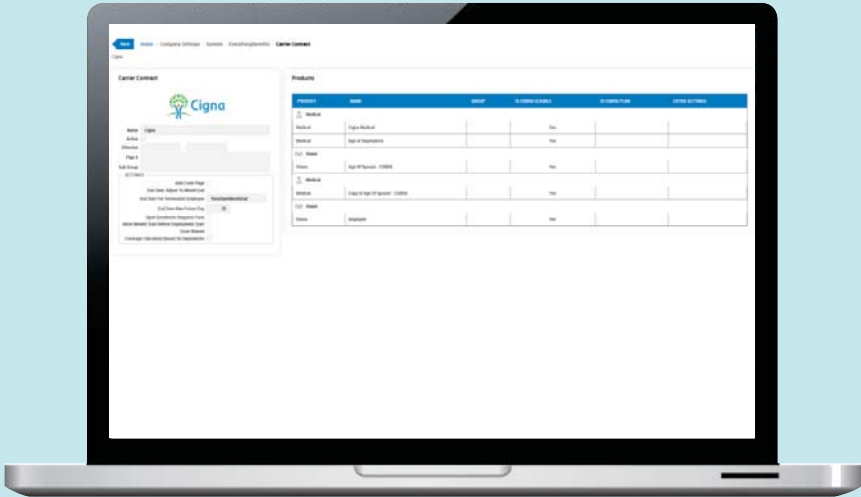
EVERYTHINGBENEFITS

EverythingBenefits enables you to streamline benefits processes, reduce noncompliance risk, and lower benefits administration costs through a single Marketplace solution.

Carrier connection/feeds: Quickly and accurately deliver benefit enrollments, changes, and terminations directly to insurance carriers without any paper forms or manual data entry.

COBRA administration: Monitor for COBRA-qualifying events, maintain communications with qualified beneficiaries, and collect/remit insurance premium payments, reducing your risk of noncompliance.

401(k)/retirement plan integrations: Automatically reformat and securely deliver employee contributions/deductions to financial institutions with 180° integrations. Add automatic change updates from the retirement plan vendor with 360° integrations, allowing information to appear in Workforce Ready as new payroll deductions.



8 in 10 employers say **lowering benefits administration costs is a top priority**, but only half feel they have had much success.⁷

PRICING

- Carrier connection: \$1,000 implementation per connection, \$1.50 PEPM
- COBRA administration: \$1,000 implementation, \$1.50 PEPM
- 401(k)/retirement plan integrations (180°): \$1,000 implementation, \$1.50 PEPM
- 401(k)/retirement plan integrations (360°): \$2,000 implementation, \$1.50 PEPM

CONTACT

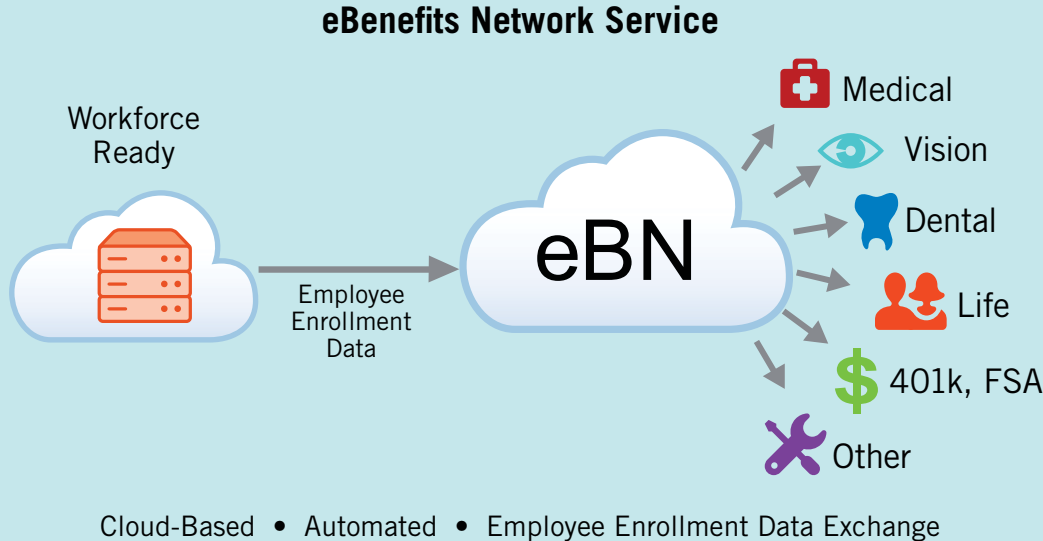
EverythingBenefits Sales Team
+1 800 689 3568 x1;
bizdev@everythingbenefits.com

⁷Guardian Life Insurance Company of America, *The Guardian Workplace Benefits Study: Third Annual (2015)*, found at <https://www.guardiananytime.com/gafd/wps/wcm/connect/594db45d-ab63-483e-9ed6-3f3e23dd5a2c/guardian-workplace-benefits-study-third-annual.pdf?MOD=AJPERES&CVID=lt8NPD4>.

eBENEFITS NETWORK*

The eBenefits Network (eBN) is a cloud-based service that automates electronic benefit enrollment data management through seamless, secure, and compliant integrations between Workforce Ready and all of your benefit insurance carriers and providers. eBN simplifies benefits administration, reduces error-related premium costs, and improves employee service by automatically extracting the enrollment data already in Workforce Ready and sending it to your carriers on your behalf. It also reduces HR’s administrative burden by eliminating the need to prepare and update enrollment reports for carriers or perform duplicate data entry into carrier web portals. And because eBN supports over 300 insurance carriers, including health, dental, vision, life, disability, COBRA, and other types of plan providers, you can trust the service to meet your evolving benefit carrier integration needs.

Organizations spend an average of **19% of an employee’s annual salary** on voluntary benefits.⁸



CONNECTION SERVICES

- Client-carrier connection setup service per connection: \$1,250
- Production fee per eligible employee: \$0.35–\$1 (volume based)

CONTACT

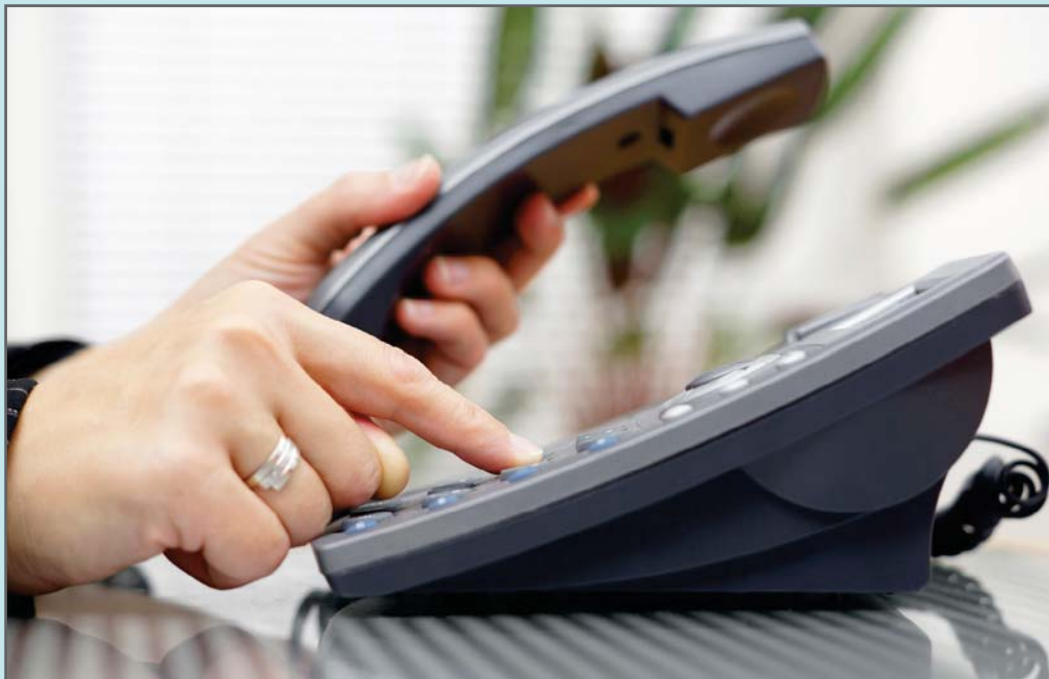
Tom Tillman, VP Business Development
 +1 813 504 0414;
ttillman@ebenefitsnetwork.com

* Services are purchased directly from vendor, not through the Workforce Ready Marketplace. Vendor works directly with Workforce Ready customers for pricing, orders, and invoicing.

⁸Society for Human Resource Management (SHRM), *2012 Employee Benefits Landscape in a Recovering Economy* (June 2012), at 8.

◀ ASHER GROUP*

The Asher Group has teamed with Kronos to create a seamlessly integrated telephony data collection solution for Workforce Ready customers. The Asher system allows your employees to enter time and attendance information and communicate labor information using the keypad on a touch-tone or mobile phone. Employees can clock in by phone, and their punches will automatically appear on your Workforce Ready control panel. Specified access and a voice-recording option help to prevent fraudulent punches, while PIN-based security eliminates the need for badges. Customizable call menus allow you to provide high-performance access — even at peak usage times. Whether you need simple data collection or more comprehensive employee self-service, Asher Group can quickly deploy a telephony system that is fully integrated with your Workforce Ready applications.



With the Asher telephony solution, employees can **automatically clock in** to a specific cost center based on the number from which they are calling.

PRICING

- \$90 Asher Group setup fee per line
- \$36 per line per month
- \$1.25 per employee per month (local line) or \$0.15 per minute measured in 30-second increments (toll-free line)

Dependent on call type(s), number of dedicated telephone numbers, and amount of custom development required.

CONTACT

Please contact your Kronos sales representative.

◀ EXPAND YOUR OPTIONS with best-in-class solutions from the Workforce Ready Marketplace

Kronos® is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works™**.



Put Kronos Workforce Ready to work for you:
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Workforce Central and Workforce TeleStaff Specific Attachments



What's New?

Built on a foundation of exceptional performance and reliability, Kronos® Workforce Central® 8 delivers new features and functionality that help free you to manage your workforce without limits — increasing your ability to control costs, improve productivity, and minimize compliance risks.

Workforce Central 8 is a complete workforce management solution that allows employees and managers to focus on business goals without being limited by outdated systems and manual processes — regardless of industry or region. In this latest release, we've included the features you've asked for: a simple, intuitive user interface; stronger functionality for solving industry-specific issues; insightful reporting and analytics; and the ability to meet global compliance requirements.

Discover Workforce Central 8: **No boundaries. More possibilities.**

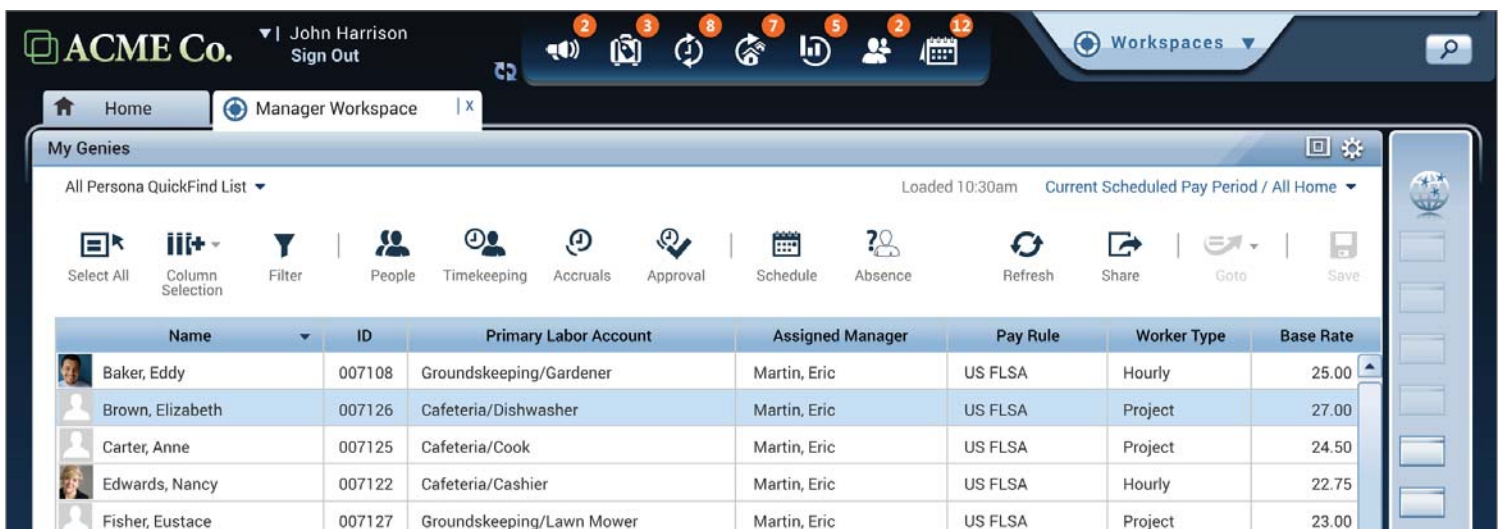
Intuitive User Experience

Workforce Central 8 features a reimagined user experience with significant enhancements to primary screens, including Timecards, Genies, Scheduling, and Activities. With its intuitive new look and feel, everything is just easier in Workforce Central 8:

- **Advanced HTML5 core technology** offers compatibility across a wide range of devices
- **Employee photos** help managers quickly find key employees, help prevent errors and buddy punching at Kronos InTouch® terminals, and engage employees by personalizing their experience
- **New Genies** help users easily group, filter, and summarize data as if it had first been exported to a spreadsheet, allowing users to solve problems quickly and effectively

Key Benefits

- > **INTUITIVE USER EXPERIENCE** for both employees and managers that extends across multiple devices for anywhere, anytime access
- > **ENHANCED INDUSTRY CAPABILITIES** to help you drive revenue, reduce costs, and improve customer satisfaction
- > **INSIGHTFUL REPORTING AND ANALYTICS** to help you make better decisions faster
- > **EXPANDED GLOBAL CAPABILITIES** to deliver best business results wherever you do business



Genies allow you to group and filter data in a familiar spreadsheet view.

ENHANCED TIMECARD CAPABILITIES

Improvements in Workforce Central 8 provide more efficient and flexible timekeeping. For example, the Manager Timecard is end-user configurable and printable. Timecard Editor has been updated on HTML5 and includes dedicated buttons for traditional timecard tasks and add-ons to easily view timecard details. And the Audit feature enables managers and employees to view such details as comments, corrections, requests, timecard sign-off and approvals, and pay code and punch edits to easily spot issues and see patterns or trends in the data.

In addition, the once-complex process of historical timecard corrections has been redesigned and is now a simple, intuitive task. Users can select any previous pay period and perform such edits as entering missed punches or modifying vacation amounts.

Managing shifts in Workforce Central 8 is easier, too. With flexible open-shift management, managers can access a new Open Shifts section when approving time-off requests that allows them to decide whether to create open shifts for each date in the request.

GOING MOBILE

In today's workplace, mobile access isn't just a convenience. It's the preferred method of interaction. In response, Workforce Central 8 now includes improved mobile capabilities for anywhere, anytime access.

New offline punching capability allows you to continue working without a phone network or application server access. In offline mode, your device stores data until the next time it connects to a network. Once reconnected, the data is then recorded with the proper timestamps.

Kronos mobile and tablet solutions also now feature Geosensing and Geofencing capabilities. Geosensing allows a tablet user to define a perimeter around a particular location point so they can see data relative to their location. Geofencing allows managers to confirm that employees are actually where they say they are via mobile.

Employees and managers can now edit punches, transfers, pay codes, comments, and notes for hourly timecards — all from the convenience of their mobile devices. Employees can also utilize self service to request changes in their schedule from their mobile device.

Additionally, employees and managers may now view and edit Project Timecards from their mobile and tablet devices. This includes the ability to approve and sign off on timecards and edit durations, transfers, pay codes, comments, and notes.

KRONOS ENTERPRISE ARCHIVE

To improve application performance and streamline upgrade processes, Workforce Central 8 introduces Kronos Enterprise Archive™. This feature allows organizations to keep current production data and archive less important historical data. And it combines high-performance bulk archive capability with enterprise scalability and the ability to work in the cloud so users can archive and purge with zero downtime.

In addition, users can now read archive data from within the application as needed. The process is completed with one virtual archive and provides the option to archive to a file system or a database.

Enhanced Industry Capabilities

Workforce Central 8 is a complete solution — and nowhere is this more evident than in its improved industry capabilities. In the past, organizations were forced to implement multiple workforce management solutions to meet a variety of needs unique to their industries. Now, Workforce Central 8 delivers new, more flexible functions to meet the needs of all the industries we serve:

SELF-SERVICE EMPLOYEE SCHEDULING

Workforce Central 8 provides employees with powerful new self-service capabilities, including visibility into location schedule information and coverage. Employees can now help create their own schedules in a familiar weekly or monthly calendar view while viewing relevant information of colleagues working at a particular location.

Employees can now utilize self-service to drive changes in their schedule. For example, swapping shifts, requesting time off, changing availability, or requesting an open shift. Self-service empowers the employee to make these requests simple and easily, from their mobile devices. This results in higher retention and greater recruiting. It improves the productivity of both the manager and the employee as well.

PROJECTED OVERTIME

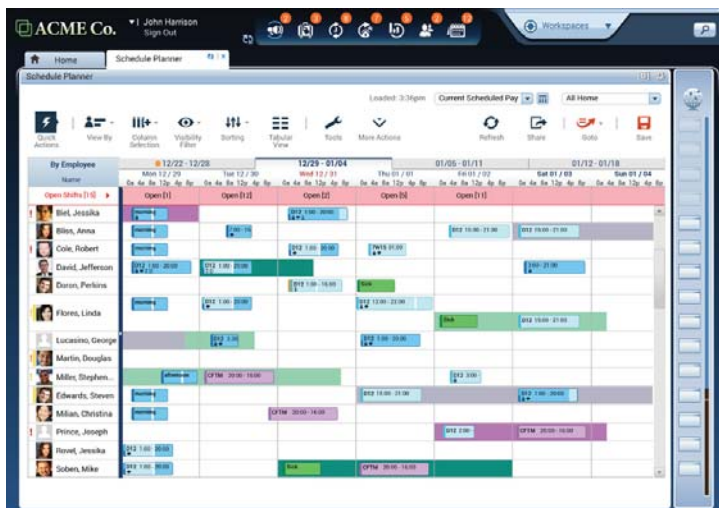
Workforce Central 8 fully automates the process of totaling actual hours worked with remaining scheduled hours for a selected time period. Users now have easy visibility into these metrics in the one place they need it most: the schedule screen.

Managers and schedulers have access to new overtime rule violations to make more efficient scheduling and staffing decisions, resulting in less unplanned overtime, less wasted labor expense, and happier employees. Less unplanned overtime also reduces the risk of accidents that stem from a fatigued workforce.

FATIGUE MANAGEMENT

Workforce Central 8 has a solution for all industries that wish to minimize fatigue in the workplace. Powerful new scheduling rules help improve employee satisfaction, increase workforce productivity, and minimize safety threats and compliance risk. You can now proactively generate best-fit schedules that comply with your organization's specific fatigue management guidelines.

- **Track:** Set parameters for minimum intervals between shifts and maximum hours scheduled in a period and monitor real-time totals for employee hours worked and remaining schedule
- **Alert:** Use scheduling rule violations to send proactive alerts to managers when employees approach undesired thresholds
- **Adjust:** Use advanced scheduling capabilities such as SMS Quick Fill, Call Lists, and the Staffing Management feature to help guide managers in making schedule changes that ensure fatigue guidelines are being met



With the new release of Workforce Scheduler, you can manage everything from employee fatigue to projected overtime.

LEADERBOARDS

With the introduction of game design and game thinking concepts to workforce management, our innovative new leaderboard feature rewards and recognizes employees, managers, and teams for positive job performance and for complying with an organization's time and attendance requirements. Leaderboards in Workforce Central 8:

- **Empower employees** to participate in company wide challenges
- **Engage and motivate employees and teams** through positive reinforcement of policies and procedures to foster a sense of structure, success, and accomplishment
- **Help organizations achieve better attendance and on-time performance**, allowing them to better control coverage issues and labor budget costs, and drive more efficient closing of pay period cycles for improved business results

Industry-Specific Solutions

As a single, complete workforce management solution, Workforce Central 8 is designed to enable better business outcomes for organizations in all of the industries Kronos serves.

Enhanced Task Management for Retail and Hospitality offers a more granular view of hours required to perform customer-facing, noncustomer-facing, and project-oriented tasks for making more intelligent staffing decisions. New task-driven workload functionality uses labor standards and Kronos forecasting information to provide guidance to ensure the right people are assigned the right tasks at the right times.

Current Week Reforecasting for Retail and Hospitality enables reforecasting of a week in progress based on the most recent data available to reflect unexpected outside influences such as weather, competitive activity, or other trends.

SMS QuickFill for Retail and Hospitality allows organizations to automate the process of filling open shifts by sending SMS messages out to employees based on staffing assignment business rules.

Advanced Staffing and Predictive Scheduling for Healthcare provides predictive volume forecasting to more accurately predict fluctuating workload volumes, quantification of workload intensity to assign the right nurse to the right patient, and shift-based productivity tracking for better clarity into operational challenges.

Grant & Project Tracking for Public Sector and Services & Distribution offers users an even more effective solution for tracking labor to projects and grants. Built upon existing Workforce Activities™ functionality, Grant and Project Tracking is a unique way to measure how labor aligns with key metrics such as budget, planned hours, and results to promote fuller resource and grant fund usage.

Insightful Reporting and Analytics

In Workforce Central 8, reporting and analytics functions have been advanced to give users the data they need and in ways that work best for them.

OPERATIONAL REPORTING

To enable efficient and effective problem-solving and insight into trends and issues, Workforce Central 8 now has an Excel-based solution that delivers editable standard templates through the reporting workspace. Users may now edit the underlying templates of each report to include only the data they want to see. By downloading the report and having the ability to modify it, users can easily meet their specific reporting needs.

WORKFORCE ANALYTICS 8

Organizations accumulate vast amounts of transactional workforce data, but gaining value from it can be challenging. Workforce Analytics™ 8 provides new capabilities that simplify access, enhance analysis, and deliver profound insight to common business issues that impact your bottom line every day.

- **Visually Compelling Insight** — Built on the MicroStrategy™ platform, Workforce Analytics 8 is loaded with features that include GIS map integration, multiple data feeds, and easier navigation.
- **Attendance Data Integration** — Now you can understand the effectiveness of your attendance policies and gain insight into incident trends, duration of attendance actions, and more.
- **Strategic Insight with Workforce Plug-ins** — New to Workforce Analytics, Workforce Plug-ins are service offerings that include bundled reports, analysis, and dashboards targeted for specific business problems. Current Workforce Plug-ins include Workforce Deployment, Labor Cost Variance, and Core Practice.

Expanded Global Capabilities

With Workforce Central 8, Kronos continues to extend its competencies to meet customer requirements across the globe with one complete solution for all.

SUPPORT COMPLIANCE AND FLEXIBLE SCHEDULING

Work rules vary greatly by country, especially when it comes to rest between shifts and number of hours worked in a period. Workforce Central 8 provides new international scheduling rules to plan and execute employee schedules that comply with country-specific legislation, collective agreements, and company policies.

- **New rest rules** in Workforce Central 8 allow organizations to set guidelines on either time off between shifts or within a period of time, such as 24 hours. Rest rules automate the process of creating flexible schedules that minimize fatigue, raise employee satisfaction, and maintain compliance.
- **New period rules** define a minimum or maximum number of hours for employees to work in an extended period of up to one year. These rules can also be set up to track average hours worked across a rolling period of time.
- **New leave rules** to support the many different calculations of paid leave based on local regulations.

As with pre-existing scheduling rules, the enhanced scheduling rules in Workforce Central 8 include scheduling rule violations and alerting capabilities for managers and schedulers.

No Boundaries. More Possibilities.

With the release of Workforce Central 8, Kronos continues to lead the industry in delivering solutions that address the changing needs of organizations around the world. Workforce Central 8 provides unmatched functional depth, an unrivaled user experience, comprehensive global capabilities, and proven cloud delivery — allowing organizations to manage their workforce without compromise — regardless of needs, industry, location, or how they choose to access or deploy the software.



Workforce Central

Workforce HR and Workforce Payroll

Gain complete control over your HR and payroll processes

The Kronos® Workforce HR™ and Workforce Payroll™ solution is an integrated human resources, benefits, and payroll software application that gives your organization flexible control over your HR processes. Providing complete automation and high-quality information, this innovative solution helps you control costs, minimize compliance risk, and improve productivity while reducing total cost of ownership.

Workforce HR and Workforce Payroll provide easier access to employee information in a way that is consistent with other modules, so users can be productive immediately — with no learning curve for those already using the Workforce Central suite. And with advanced security, you can rest assured that your workforce data is safe and secure.

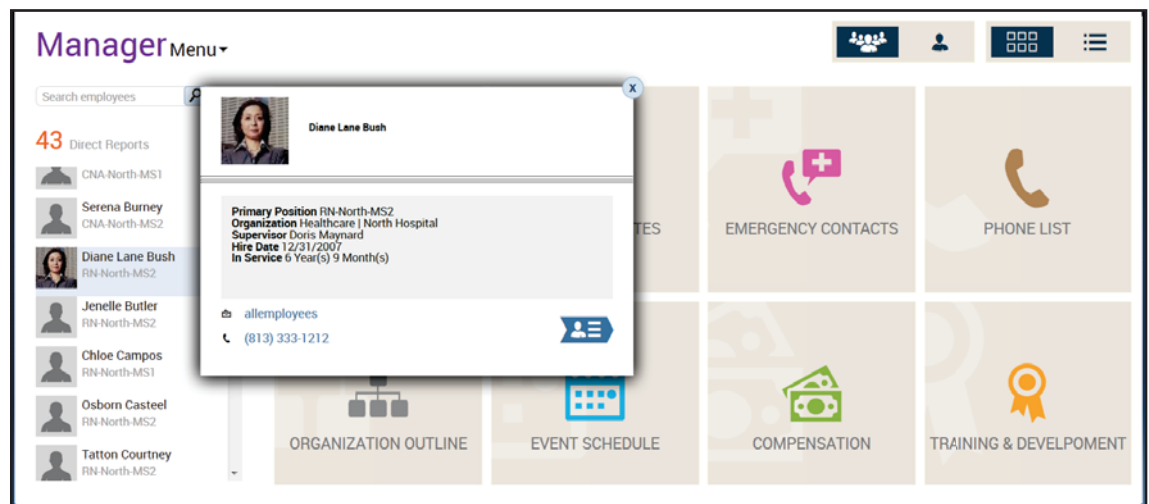
A single, integrated HR and payroll solution

Bringing you the benefits of seamless integration, complete control, and unparalleled flexibility, our Workforce HR and Workforce Payroll solution helps your organization increase efficiency and improve decision making for more effective workforce management.

Complete control: Gain complete control over the creation, collection, and protection of your employee and payroll information — from hire to termination. With more than 150 standard reports, our payroll solution lets you control how you use your information, too. At last, you can end your reliance on payroll service bureaus. Fully control implementation of your payroll procedures. And realize significant cost savings.

Flexibility: We'll configure the Workforce HR and Workforce Payroll solution using a simple, rules-based approach to meet your automated-workflow needs — from position, performance, and compensation management to benefits administration. And it's equally simple to configure employee self-service capabilities to facilitate regulatory compliance and improve the user experience. What's more, the solution's flexible design permits straightforward integration with third-party applications.

Everything you need — from benefits enrollment to performance reviews — is at your fingertips for optimal control and efficiency.



Key Benefits

- » **CONTROL LABOR COSTS:** A single, integrated platform minimizes errors and eliminates service bureau fees for lower cost of ownership
- » **MINIMIZE COMPLIANCE RISK:** Centralized policy administration drives more consistent enforcement
- » **IMPROVE WORKFORCE PRODUCTIVITY:** Automated processes, configurable workflows, and self-service reduce administrative burdens



Workforce HR

Automates administrative processes and provides you access to the information needed to reduce errors, enforce policies consistently, and build your business.

Applicant tracking: Create requisitions, post jobs, track and process job applicants, and automatically load new-hire information into payroll

Employee management: Manage employee personal data, profiles, and organizational and job information

Position management: Create and modify jobs and pay grades

Benefits management: Automate open enrollment and pay vendor invoices directly from the system

Performance management: Automate workflows for timely performance reviews

Compensation management: Plan compensation budgets, involving the appropriate levels of management

Training tracking: Keep employee skills, licenses, and certifications up to date

HR Business Intelligence: Create dashboards and visualizations as well as leverage flexible options including standard, ad hoc, and custom reports and views with effective dating

Compliance: Enforce policies, rules, and regulations consistently and accurately

Attendance administration: Perform basic attendance and accrual tracking

Configurable employee profiles: Include comprehensive information on each employee — including photo, job details, benefits, compensation, and performance reviews — per your organization’s policies

Skill to Schedule: A link between Workforce HR, Workforce Timekeeper, and Workforce Scheduler that allows HR Administrators to manage skills, certifications, and licenses

Workforce Payroll

Manages all of the complex information required for you to administer and complete payment of wages, bonuses, and other forms of compensation.

- Compensation-, tax-, and deduction code-compliant library
- Automated gross to net calculations
- Unlimited trial payrolls
- Multi-EIN and reciprocity
- Tax filing, W-2s, and legislative updates
- Comprehensive general ledger costing
- Payroll exception processing
- Garnishment processing
- Standard, ad hoc, and custom reporting with effective dating and audit trail
- Choice of paper or paperless payroll
- Mobile and tablet support

Integrated self-service capabilities

Employee and manager self-service, integrated into the Kronos HR and payroll software solution, provides seamless access to both benefits and pay information – connecting employees to their managers and managers to their employees. Accessing self-service on a desktop or through the Workforce Mobile application empowers employees to manage benefits selections, make changes to direct deposit and personal information, view pay stubs and earning histories, and even use the paycheck calculator to model how changes in deductions will affect paychecks. Self-service allows managers to see the compensation and historical data of direct reports, initiate the performance review process, and respond to employee requests for time off and leave.

An integral part of the easy-to-own Workforce Central suite

The Workforce HR and Workforce Payroll software solution is an integral component of the Kronos Workforce Central® suite, which also includes applications for time and attendance, scheduling, absence management, hiring, and labor analytics.

Put Kronos Workforce HR and Workforce Payroll to work for you:
+1 800 225 1561 | kronos.com/workforce-hr or kronos.com/workforce-payroll



Workforce Innovation
That Works™

www.kronos.com

Workforce Central

Workforce Scheduler

Put the right person in the right place at the right time for the right cost

Employee scheduling has a direct impact on your organization's bottom line. Not enough people working? Productivity, morale, and profits suffer. Too many people working? Employees are standing around on your dime. The wrong people working? Your risk of employee grievances, labor law violations, and quality issues soars.

Kronos® Workforce Scheduler™ gives managers the tools and information they need to plan accurately and execute intelligently. This proven solution takes the guesswork out of scheduling to help your organization control labor costs, minimize compliance risk, and improve workforce productivity.

Plan accurate schedules that align labor with anticipated demand

Efficient, profitable operations require schedules that align labor supply with business demand to reduce overstaffing and understaffing and that minimize reliance on overtime and supplemental labor. Workforce Scheduler's powerful scheduling engine takes into account anticipated demand based on historical trends and creates schedules that automatically adjust your labor to meet that demand.

With just a few clicks, you can automatically calculate how many staff you'll need by job to cover workload, sort through employees to identify the most appropriate candidates, and generate a best-fit schedule. Demand-based scheduling algorithms take into account employee availability, seniority, skills and certifications, rest rules, labor laws, and organization policies, eliminating common errors that result from manual or partially automated scheduling processes.

Build highly effective teams

The Schedule-to-Skill feature enables managers to factor employee skills and proficiency levels into scheduling decisions to avoid assigning all inexperienced workers to high-demand shifts or all highly experienced workers to slower shifts. Instead of sorting through employee records to determine which workers have the right skills, managers can automatically align proficiency requirements by job or location for any time span to define the best labor mix based on forecasted demand.

Execute staffing decisions intelligently

Effective scheduling is critical for optimizing business operations and controlling labor costs. But what happens when an employee calls in sick, equipment breaks, or workload shifts dramatically? Workforce Scheduler guides managers through intelligent daily staffing decisions so you can adapt to unexpected changes quickly and cost-effectively. View coverage gaps — in real time — across multiple groups, departments, locations, stores, and/or units. Then identify qualified candidates from available resources and transfer them into open shifts or understaffed areas with drag-and-drop ease.

Coverage graphs and the ability to view photos of scheduled employees next to shifts empower managers to respond intelligently to any scheduling challenge. Evaluate labor productivity with indicators that compare planned workload with actual workload, labor coverage, hours, and cost — at any organizational level. The metrics dashboard displays variances between planned, scheduled, and actual staffing to keep your business operating at peak performance.



Key Benefits

- » **MINIMIZE** understaffing and overstaffing
- » **BALANCE COVERAGE** based on skills and proficiency levels
- » **REDUCE RELIANCE** on unplanned overtime and supplemental labor
- » **FILL OPEN SHIFTS AUTOMATICALLY** by sending text messages to qualified candidates
- » **INCREASE EMPLOYEE ENGAGEMENT** and reduce unplanned absences
- » **MANAGE FATIGUE** to minimize safety threats and boost productivity

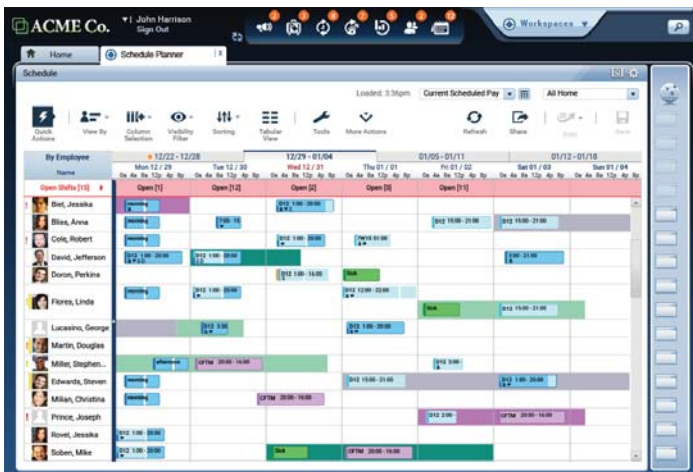


Minimize legal exposure and compliance risk

Workforce Scheduler helps you minimize exposure to costly, brand-damaging labor law violations by consistently enforcing regulatory, union, and organization policies and generating a complete audit trail of scheduling and staffing decisions. The solution automates error-prone processes and tracks individual seniority, requests, skills, and certifications so your organization can count on compliant staff schedules to ensure that employees are treated fairly. Powerful scheduling rules can handle work regulations, including those related to rest between shifts and number of hours worked in a period, which vary widely by country.

Fill open shifts efficiently

Reduce the manual effort and cost involved in managing your staff using SMS Quick Fill™. Workforce Scheduler identifies the most suitable employees to fill an open shift — based on policies, skills, availability, and employee preferences — and sends a text message to the identified candidates. The system will assign the shift to the first employee to respond or to the most senior — whichever you prefer.



With Workforce Scheduler, everything you need for effective scheduling and staffing is available on a single screen. Features like flexible views, color coding, intuitive icons, and employee photos make it easy to plan and execute best-fit schedules that drive better business results.

Manage employee fatigue

Improve employee satisfaction, increase workforce productivity, and minimize safety threats through better fatigue management. Set parameters for minimum intervals between shifts and maximum hours scheduled in a period. Use scheduling rule violations to send proactive alerts to managers when employees approach undesired thresholds.

Engage employees with self-service and mobile

Workforce Scheduler's self-service capabilities allow employees to access their schedules from time clocks, desktops, or mobile phones. They can enter availability, define shift preferences, select and swap shifts, and request additional or partial shifts — all in a familiar calendar view. Employees can select shifts that make sense through visibility into coverage by location. By giving employees more control over their schedules, self-service can increase overall job satisfaction and reduce unplanned absences.

Realize the power of integrated workforce management

Workforce Scheduler is part of the integrated Kronos Workforce Central® suite, which also includes Workforce Timekeeper™, the industry-leading time and attendance solution. When used together, these powerful solutions provide access to unified labor and operations data — in real time — to help you reduce costly errors; make better, faster decisions; and improve operational business outcomes for bottom-line results.

About Kronos

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — use Kronos. **Kronos: Workforce Innovation That Works™.**

Put Kronos Workforce Scheduler to work for you:
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Workforce Central

Workforce Timekeeper

Automate Time and Attendance Tracking for Bottom-Line Results

Labor is your organization’s most valuable asset and its most controllable expense. Yet many organizations still rely on manual, semiautomated, or disparate systems to track employee time and attendance. These outdated approaches make it difficult to manage labor expenses or gain visibility into trends and activities that could be costing you money. That’s why, for effective workforce management and accurate conversion of labor hours to payroll, error-prone spreadsheets, inconsistent data, and stale reports just won’t cut it anymore.

The Kronos® Workforce Timekeeper™ solution enables you to track, manage, and control employee time and attendance data for uncompromised workforce management. It offers unmatched functional depth, proven global capabilities, and a superior user experience. Used by organizations of all sizes around the world, Workforce Timekeeper consistently applies configurable work and pay rules for increased payroll accuracy. It tracks and enforces complex compliance requirements, such as labor laws, union rules, and organization-specific policies. And it simplifies time-consuming administrative tasks so your staff can focus on value-added activities. No matter what industry you’re in, this reliable, intuitive, and easy-to-own solution provides automated tools and high-quality information to help you control labor costs, minimize compliance risk, and improve workforce productivity.

Control labor costs with complete automation

Workforce Timekeeper stores time and attendance data in a single, centralized platform that drives automated workforce processes and provides quick, easy access to meaningful labor information. A configurable business rules engine



Key Benefits

» CONTROL LABOR COSTS

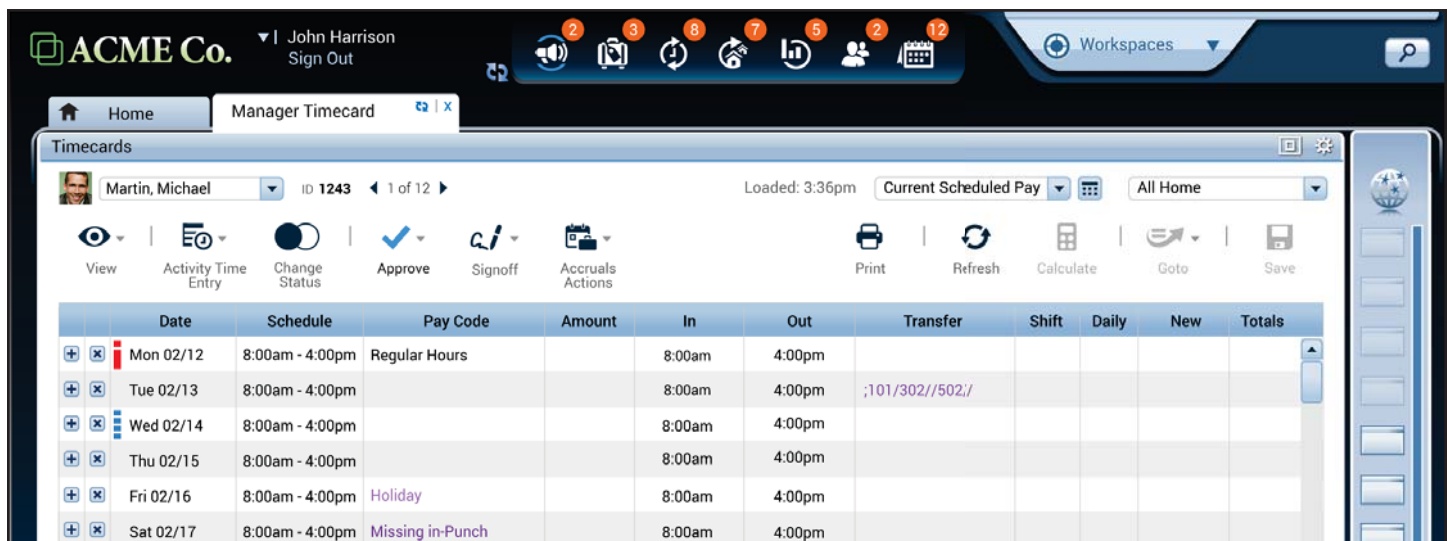
- Automatically apply work and pay rules to reduce payroll inflation
- Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks

» MINIMIZE COMPLIANCE RISK

- Centrally enforce labor laws, union rules, and organization-specific policies

» IMPROVE WORKFORCE PRODUCTIVITY

- Automate and streamline time-consuming administrative tasks
- Gain real-time visibility into workforce data for improved decision making
- Increase employee satisfaction and user adoption rates



Workforce Timekeeper makes it easy for managers to view employee timecards and see exceptions such as missing, early-in, and late-out punches.



automatically applies complex work and pay rules at the time of punch to help reduce payroll inflation and eliminate manual errors for better control of labor costs.

With Workforce Timekeeper, your supervisors have seamless access to the real-time data they need to manage labor costs effectively. Learn an employee is tardy while there's still time to react. Adjust staffing levels, control punch-ins and punch-outs, and avoid unnecessary overtime costs. And quickly identify issues and variances so you can manage dynamically changing workforce needs without exceeding your labor budget.

Minimize compliance risk with consistent policy enforcement

Create a culture of compliance with centralized labor policy control that keeps pace with changing regulations. Workforce Timekeeper consistently enforces federal, state, and local labor laws; collective bargaining agreements; and corporate policies across the organization and backs it all up with a complete audit trail. Are managers using the correct pay rate for each job? Are employees taking all required meal breaks? Workforce Timekeeper's automated enforcement eliminates subjective interpretation of pay rules and policies, promotes fair treatment of all employees, and minimizes the time you spend monitoring compliance and mitigating risk. The payoff? Fewer employee grievances and less costly litigation.

Increase workforce productivity with intuitive tools

Workforce Timekeeper provides managers and employees with all the tools they need for accurate timekeeping in one convenient system. Multiple data collection options, including time clocks, web browsers, and mobile solutions, are available for recording time transactions. The system leverages configurable work rules to quickly identify labor issues and guide managers to an appropriate resolution. Role-based views show critical data just as you need it. Tailored ad hoc

query tools enable you to select the right set of employees in seconds. And on-demand reporting lets you see the big-picture perspective or drill down into the details for improved decision making.

By automating manual, time-consuming processes and simplifying reconciliation of labor hours to payroll, Workforce Timekeeper lets busy supervisors manage by exception instead of reviewing every employee timecard. A few minutes is all it takes to find and correct missed punches, respond to time-off requests, and flag and approve overtime. Guided workflows and proactive alerting via email or text provide the information needed to manage time and resources effectively. With actionable information at their fingertips, your supervisors will reach new levels of productivity and effectiveness — focusing more time on business goals and less time on administrative tasks.

Improve employee satisfaction with instant engagement

Workforce Timekeeper delivers a consumer-centric user experience that increases employee satisfaction and drives high adoption rates. Convenient web-based or mobile self-service functionality instantly engages the entire workforce and gives employees greater access and control. Employees can see hours worked, check accruals, ask for time off and schedule changes, view earnings and benefits, and more — at work, from home, or on the road. No more waiting around for answers to routine questions, submitting paper forms, or tracking down managers to make simple requests.

Delivering rich functionality through an intuitive, easy-to-navigate interface, Workforce Timekeeper simplifies timekeeping tasks so managers get more done faster, and employees can count on a perfect paycheck. Built-in scheduling lets you create and edit daily employee schedules based on start times and punch-ins. And summarized views provide all supporting information needed to process employee requests in a single window.



Reporting made easier with Operational Reporting

Kronos provides reports prepared in advance with data that has been requested by our customers. While these reports may be useful for your purposes, you also have the flexibility to edit the underlying templates that drive each report to pick and choose the data that you want to see. By downloading the report, copying, and modifying it, you can create a new report and import it back into the Kronos Workforce Central® suite.

More accurate labor costing, strengthened auditability, and fewer off-cycle paychecks

In many cases, employees work several jobs, often in multiple departments. Managers need visibility into the entirety of these employees' schedules, yet they also require the ability to approve only those hours associated with their department. Multiple Approvals delivers this functionality to managers in any industry where this common situation occurs.

Complete and in the cloud

Workforce Timekeeper is an integral component of the Kronos Workforce Central suite — a complete, integrated workforce management solution that also addresses scheduling, absence management, HR/payroll, hiring, and labor analytics. Anytime, anywhere access via desktop, mobile device, or tablet helps supervisors manage in the moment. A superior user experience boosts adoption rates and increases employee engagement. And exceptional services help unlock the value of your workforce management investment and deliver the experience you expect.

The screenshot shows the Kronos Workforce Timekeeper interface. At the top, it displays 'ACME Co.' and the user 'John Harrison Sign Out'. A navigation bar includes 'Home' and 'Manager Workspace'. Below this is a 'My Genies' section with a 'All Persona QuickFind List' and a 'Loaded 10:30am' status. A toolbar contains icons for 'Select All', 'Column Selection', 'Filter', 'People', 'Timekeeping', 'Accruals', 'Approval', 'Schedule', 'Absence', 'Refresh', 'Share', 'Goto', and 'Save'. The main area is a table with the following data:

Name	ID	Primary Labor Account	Assigned Manager	Pay Rule	Worker Type	Base Rate
Baker, Eddy	007108	Groundskeeping/Gardener	Martin, Eric	US FLSA	Hourly	25.00
Brown, Elizabeth	007126	Cafeteria/Dishwasher	Martin, Eric	US FLSA	Project	27.00
Carter, Anne	007125	Cafeteria/Cook	Martin, Eric	US FLSA	Project	24.50
Edwards, Nancy	007122	Cafeteria/Cashier	Martin, Eric	US FLSA	Hourly	22.75
Fisher, Eustace	007127	Groundskeeping/Lawn Mower	Martin, Eric	US FLSA	Project	23.00
Hernandez, Steven	007303	Delivery/Field Service Technician	West, Genevieve	Britannia	Hourly	18.00
Higgins, Giselle	007302	Mathematics/Professor	West, Genevieve	Britannia	Project	19.50
Howard, James	007305	Hardware/Cashier	West, Genevieve	Britannia	Project	10.00
Jenkins, Gordon	007300	Machine Shop/Department Manager	West, Genevieve	Britannia	Hourly	16.00
Johnson, Lisa	007304	Critical Care/Nurse Manager	West, Genevieve	Britannia	Hourly	22.00
Kelly, Heather	007130	Neonatal/Registered Nurse	Bailey, Adam	Healthcare	Hourly	35.00
King, Susan	007131	Maternity/Registered Nurse	Bailey, Adam	Healthcare	Project	33.00
Knight, Henry	007132	Neonatal/Registered Nurse	Bailey, Adam	Healthcare	Project	28.00
Lee, Richard	007129	Pediatrics/Registered Nurse	Bailey, Adam	Healthcare	Hourly	27.50
Lewis, Howard	007128	Maternity/Licensed Prof. Nurse	Bailey, Adam	Healthcare	Hourly	29.25
Lopez, Mabel	007135	Assembly/Mechanic	McCarthy, Dan	US FLSA	Hourly	21.00

With Workforce Timekeeper, managers can view critical employee information at a glance via a flexible, intuitive interface.

Workforce Central

Workforce Activities

Improving Workforce Utilization and Productivity

No matter what business you're in, labor costs are one of your biggest expenses. These costs are tightly intertwined with labor productivity, or the output from an employee over a specified amount of time. Gaining insight into the work performed allows you to improve the efficiency of your labor productivity while lowering or maintaining your labor costs.

But to see and track labor costs with precision, you'll need more than error-prone clipboards and notepads. Because antiquated manual systems won't give you the visibility into your operations you need. In fact, most of today's systems fall short.

The Kronos® Workforce Activities™ solution gives you the tools you need to automate and reconcile all your paid time to labor. With complete, real-time visibility into how your operations perform against productivity goals and benchmarks, you gain the power to make truly effective, knowledge-based decisions now — before your bottom line is at risk.

Improve workforce performance

With Workforce Activities, there is no need to struggle to access labor information in multiple disparate systems. At any point, you can view the status of every grant, project, work order, or production operation in progress. Information is available as soon as it is captured by the system, not hours later. So you can recognize constraints and delays. Identify idle employees. And redeploy resources to proactively align capacity with demand. All this helps you determine which activities need attention, so you can easily make decisions to improve workforce performance.



Key Benefits

- » **OPTIMIZE LABOR COSTS**
by reconciling all paid time
- » **IMPROVE WORKFORCE PRODUCTIVITY** and performance
by spotting constraints and delays
- » **IMPROVE WORKFORCE STANDARDS**
by measuring against the best
- » **MAXIMIZE GRANT-FUND USAGE**
and minimize compliance risk
- » **PROPERLY REPORT ON PROJECT STATUS** and drawdowns

Name	Percentage Budget Used	Days Remaining	Actual Start Date	Scheduled Complet...	Planned Hours	Total Actual Hours	Budget	Total Costs	Total Charges	Total Employees
Grant 87955-Fed	90%	48%	02/02/13	02/02/13	50.00	47.00	350,000	3,019,002,844.23	3,019,002,844.23	30
IT Infrastructure	90%	48%	02/02/14	02/02/14	50.00	48.00	4,500,000	100,029,836.00	100,029,836.00	20
Grant 78889243	90%	62%	03/02/15	03/02/15	50.00	00.00	250,000	10123.23	10123.23	0
MS Office Rollo...	43%	20%	04/02/16	04/02/16	50.00	00.00	50,000	120,234,987.23	120,234,987.23	0
Project 2345	55%	30%	04/02/17	04/02/17	50.00	20.00	50,000	1,104,345.45	1,104,345.45	35
Nightcrawlers...	37%	90%	04/02/18	04/02/18	50.00	30.00	50,000	10,456.00	10,456.00	21
23456678123	62%	80%	04/02/19	04/02/19	50.00	30.00	150,000	221,234,876.00	221,234,876.00	45
Bioremediation...	55%	80%	04/02/20	04/02/20	50.00	00.00	250,000	25,237.00	25,237.00	26
Sustainable Pu...	47%	60%	01/02/12	01/02/12	50.00	00.00	250,000	50,000.00	50,000.00	0

Get up-to-date access to critical data such as budget, costs, and charges, enabling managers to better measure and report on important metrics within each grant, project, or work order.



Maximize fund usage and monitor project status

Workforce Activities also delivers powerful grant and project tracking functionality to help deliver even more labor insight. If your organization is already tracking time and labor, you can now take advantage of this data to better track progress against projects and grants and view how your labor measures up against key metrics such as budget, planned hours, and results. With access to this critical information, you can minimize compliance risk by reducing the amount of time it takes to complete an audit cycle and maximize grant-fund usage.

You can also report on project status with many metrics for tracking project and nonproject activities. Workforce Activities also supports professional exempt employees — in addition to hourly employees — for greater visibility into allocated versus actual hours. All this helps you keep a close eye on totals, so you can take critical action now, before it's too late.

Redefine your standards

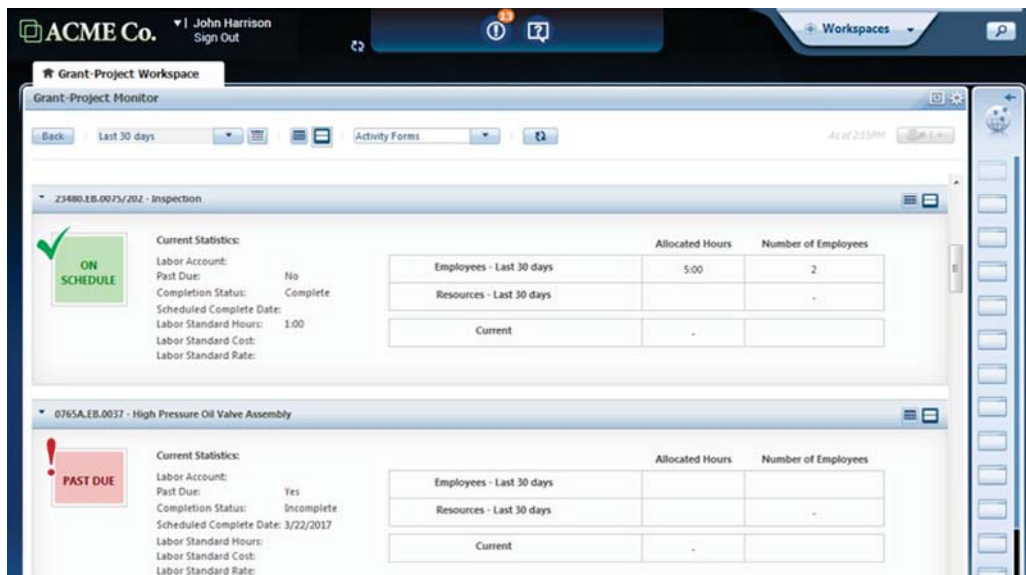
Are your workforce performance standards based on your underperformers? Why not change the way you do business and base your standards on your peak performers? No matter what your employees are measured on, you can quickly and easily identify both groups of employees.

The Activity Status view delivers dynamic access and granular visibility to this data, so you can reevaluate your business operations and redefine your standards to measure against the best, resulting in improvements to your bottom line like never before.

Reconcile all paid time

What happens to paid time that's never assigned to a grant, project, or production operation? Could it account for your inconsistent revenues or profit margins? How would you know? If you can't capture this time, then your actual labor costs can't be accurately calculated. And apart from having to live with inaccurate cost figures, you also have to make do with limited insight into the causes behind revenue variances — and guess at what corrective actions need to be taken.

With Workforce Activities, you can create and track all labor tasks and subtasks. You can measure actual labor productivity to achieve 100 percent reconciliation of paid time to labor. With Workforce Activities you are empowered to make better business decisions based on deep insight instead of guesswork, so you can make accurate commitments to your customers.



The Workforce Activities scorecard delivers real-time access to data so you can make faster, better decisions.

About Kronos

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — use Kronos. **Kronos: Workforce Innovation That Works™.**

Put Kronos Workforce Activities to work for you:
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Workforce Central

Workforce Absence Manager: Time Off and Accruals

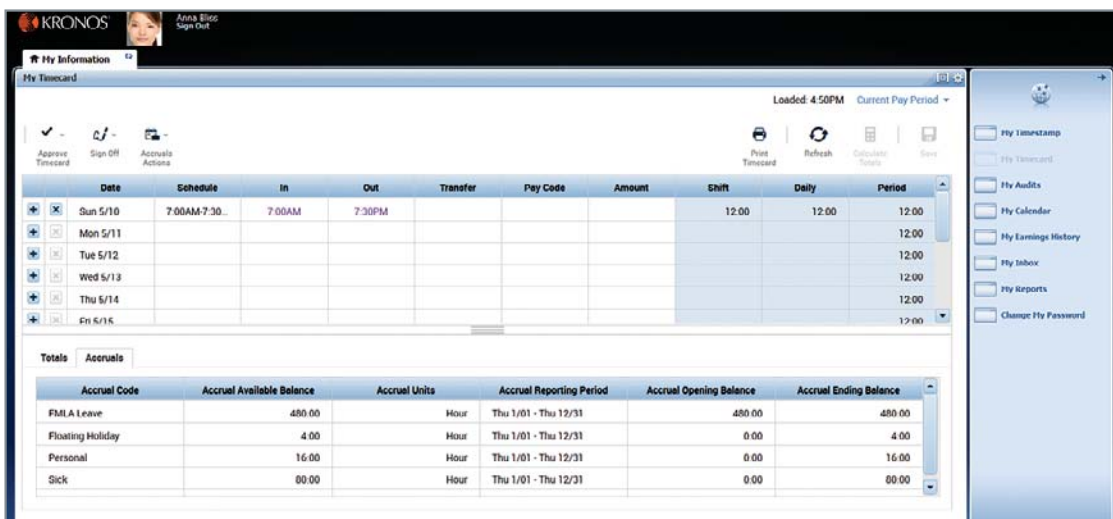
Automate Time Off, Paid Sick Policies, and Processes to Manage Compliance and Bottom-Line Results

Trying to measure, track, and report on employee time off and paid time off (PTO) using time-consuming, error-prone manual processes or in disparate systems just doesn't cut it anymore. It drains productivity, drives up costs, and ultimately hurts your bottom line. Now there's an easier and better way to manage employee time off. The Accruals component included in Kronos® Workforce Absence Manager™ solution automatically enforces your time-off policies — consistently and accurately — to virtually eliminate potential abuse by employees and ensure that policies are applied fairly across the organization. As part of the Workforce Central® suite, managers have one place to go to manage time off (accruals), which is fully integrated into your timekeeping solution and thereby improves the productivity of your payroll team. The solution provides the complete automation and high-quality information your organization needs to help control labor costs, minimize compliance risk, and improve workforce productivity. It also lessens the administrative burden of complying with state or municipality sick-leave regulations. With effectively managed accruals, employees are able to take their earned time off and management is able to understand the organizational leave liability. Employees will appreciate the ability to view their accrual balance when needed and know how much time they have available.



Key Benefits

- » **CONTROL LABOR COSTS** The ability to report accrual balances in real time reduces the potential for mistakes and abuse
- » **MINIMIZE COMPLIANCE RISK** Centralization of time-off policies enables consistent, accurate enforcement
- » **IMPROVE WORKFORCE PRODUCTIVITY** Automated tools help expedite or eliminate time-consuming administrative tasks associated with managing time off
- » **ENGAGE YOUR EMPLOYEES** Give your employees visibility into their time-off balances



Workforce Absence Manager provides a single, real-time view into all accrual balances. This up-to-the-minute visibility guides employees in making time-off requests based on eligibility, while providing supervisors with the at-a-glance decision support needed to control costs and maximize productivity.



Beat the costs and risks of employee time off

The Accruals component within Workforce Absence Manager automates and standardizes the application of complex policies related to nearly all forms of employee time off — including sick time, vacation time, personal time, “floating holidays,” and more. So you can enforce your rules consistently and fairly. This changes the conversation from time-off policies to one related to the tasks at hand. The solution can also improve the accuracy and efficiency of your time-off processes and boost the productivity of your employees, payroll teams, and managers alike. Visibility given to management with regard to leave liability enables you to effectively manage your finances.

Put an end to employee abuse of time-off policies

The Workforce Absence Manager solution enables you to stay on top of employee entitlements by reporting time-off balances in real time, reducing the potential for overdrawn balances and helping prevent time-off transactions that violate organizational or regulatory rules. It also provides automated capabilities that enable you to restrict the number of accrued hours an employee may carry over from one year to the next — based on your own rules. All these features help you be certain that employees are taking only the time off to which they are entitled. So you can control the total cost of these entitlements to the organization. And maximize your bottom line.

Take the guesswork out of managing compliance risk

Because your time-off policies are distilled and configured into a single, centralized system, you no longer have to worry about individual managers or administrators interpreting these policies on their own — and applying them inconsistently or incorrectly. Instead, Workforce Absence Manager helps bolster compliance processes with the ability to systematically apply organizational, state, and municipal paid sick-leave and time-off policies. What’s more, because accrual balances are displayed

in real time, you’ll gain a crystal clear picture of your actual PTO liability — which will help enhance your compliance efforts. This real-time processing benefit stands in stark contrast to the often out-of-date accrual balances associated with the antiquated batch-processing approach typically favored by Enterprise Resource Planning (ERP) systems.

Leverage automated tools to drive productivity

Give your managers and employees automated tools that can improve their productivity by expediting or eliminating common, repetitive, and administrative tasks. For example, Workforce Absence Manager uses automated workflow combined with alerts to notify managers when employees request time off. Displaying accrual balances in real time gives your supervisors “at-their-fingertips” decision support so you can eliminate paperwork and wasted time. What’s more, by taking advantage of convenient self-service capabilities, your employees can view their accruals online via their mobile or tablet devices, or via a kiosk or wall-mounted device, and request time off on their own, freeing supervisors and HR and payroll staff members from having to respond to these common inquiries. Finally, once a time-off request is approved, the data is automatically recorded and applied to update the employee’s online schedule — increasing visibility into team coverage requirements. So you can take immediate steps to eliminate coverage gaps and improve the overall productivity of your frontline workforce.

About Kronos

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Put Kronos Workforce Absence Manager to work for you:
[kronos.com/absencemanager](https://www.kronos.com/absencemanager)



Workforce Innovation
That Works™

www.kronos.com

Workforce Central

Workforce Absence Manager: Leave

Take Control of Employee Leave Administration

Standardize and streamline the administration and enforcement of organizational, local, state, and federal leave policies with The Kronos® Workforce Absence Manager™ Leave component. Always stay compliant when managing leave policies, including the Family and Medical Leave Act (FMLA), for which noncompliance can put your organization at risk for costly fines and lawsuits. This proven and configurable solution eliminates error-prone manual tasks so you can maintain current, accurate, and consistent employee leave records. Workforce Absence Manager provides the automated tools and information needed for effective leave management, helping your organization control labor costs, minimize compliance risk, and improve workforce productivity.

Automatically enforce leave policies for ongoing compliance

The Workforce Absence Manager Leave component automatically enforces FMLA and other organizational, local, state, and federal leave policies so nothing is left to chance. The solution makes it easy to configure standardized, rule-driven procedures for submitting, approving, and executing employee leave requests to help ensure fair, objective determination of employee eligibility and entitlement. What's more, on-demand access to accurate, up-to-date leave data is complemented by a detailed audit trail that speeds and simplifies compliance reporting.



Key Benefits

- » **CONTROL LABOR COSTS** by streamlining leave of absence processes and preventing ineligible paid time off, reducing intermittent abuse by controlling frequency and duration
- » **MINIMIZE COMPLIANCE RISK** by automatically enforcing organizational, federal, state, and local leave policies
- » **IMPROVE WORKFORCE PRODUCTIVITY** by automating manual processes and accurately planning for leave coverage

Leave Adm...	Name	Leave Case Status	Leave Case Approval Status	L... Code	Leave Reason	FMLA Balance End of Time Period	FMLA Self	FMLA Family	FMLA Birth	FMLA Paternity	FMLA Adopt	FMLA Caregiver	FMLA Exigency	Leave Start Date	Leave End Date	Leave Type	Docum... Overdue
	McNulty, Wendy	Open	Reed Group	Me...	Self	480:00								4/17/2017	5/12/2017	Contin...	✓
	Bliss, Anna	Sub...	Pending Certifi...	Me...	Self	480:00								8/31/2017		Contin...	
	Bliss, Anna	Sub...	Pending Certifi...	Me...	Self	480:00								8/31/2017		Contin...	
	Bunson, Sarah	Open	Pending Certifi...	Me...	Self	312:00	168:00							7/19/2017	10/18/2017	Contin...	✓
	Susi, Christian	Open	Pending Certifi...	Mil...	Active	480:00								2/22/2017		Contin...	
	Grant, Paul	Open	Manager Requ...	Me...	Self	0:00								3/07/2016		Contin...	
	Vincent, Joanne	Open	Liberty Mutual	Me...	Self	96:00	384:00							12/12/2016	3/03/2017	Contin...	✓
	Pavlick, Allan	Open	BBP Requested	Mil...	Active	480:00								5/01/2017		Contin...	
Betty R	Jones, Martin E	Open	Approved	Me...	Self	0:00								7/23/2015	5/17/2017	Contin...	✓
	Bitter, Darren	Open	Approved	Me...	Child	472:00		16:00						7/01/2015		Intermi...	✓
Toni	Baker, Ginger	Open	Approved	Me...	Self	8:00	472:00							2/13/2017	5/26/2017	Contin...	✓
Toni	Tardiff, Gwen	Open	Approved	Me...	Self	72:00	408:00							4/17/2017	7/21/2017	Contin...	✓
	Regan, Elinor	Closed	Approved	Me...	Birth	480:00								10/12/2015		Contin...	✓
Toni	Moran, Virginia	Open	Approved	Me...	Self	0:00	480:00							2/01/2017	5/05/2017	Contin...	✓
	Jones, Beryl	Open	Approved	Me...	Self	480:00								1/12/2017	1/12/2018	Contin...	✓
	Jones, Beryl	Open	Approved	Me...	Parent	480:00								2/01/2017	2/01/2018	Intermi...	✓
	Diavano, Tony	Open	Approved	Me...	Self	472:00	8:00							6/13/2017		Contin...	✓
Toni	McNulty, Wendy	Open	Approved	Me...	Self	480:00								5/04/2017	6/14/2017	Contin...	✓
Jessica	Campos, Chloe	Open	Approved	Mo...	Parent	16:00		214:00						2/01/2017	2/01/2018	Intermi...	✓
Jessica	Campos, Chloe	Open	Approved	Me...	Self	16:00	250:00							9/01/2016	9/01/2017	Intermi...	✓

Workforce Absence Manager provides a single view into all leave cases, helping you control costs, maintain compliance, and drive ongoing productivity.



Eliminate tedious manual tasks and minimize leave impact

Workforce Absence Manager automates the leave of absence process, thereby reducing the risk of errors, boosting productivity, and minimizing compliance risk. The solution can automate processes such as requesting a leave of absence, checking eligibility, generating documentation, sending notification reminders, and following up. Instantly generate leave-related documents such as the Certificate of the Healthcare Provider and the Rights and Responsibilities forms. It automatically tracks, manages, and calculates accruals and submits leave of absence requests — all based on your organizational policies. You can also track both paid and unpaid time concurrently. If an employee is not covered under FMLA, Workforce Absence Manager gives the information needed to have the interactive conversation with the employee on his or her other leave options, such as the Americans with Disabilities Act and company leave. Plus, real-time alerts provide managers with the granular information they need to take action on leave of absence requests, including intermittent leave, and plans for necessary coverage to maintain productivity.

Drive organizational efficiencies for bottom-line results

When you automate and streamline your leave of absence processes with Workforce Absence Manager, you create a more efficient organization to help you control labor costs. With greater insight into employee leave cases, you can better plan for gaps in scheduling to minimize the impact on business operations — and find, in advance, qualified and cost-effective replacements to control overtime expenses. You also can manage the intermittent abuses that can occur with leave by controlling the duration and frequency of intermittent time. Automated leave policy updates and flexible application rules allow you to determine employee leave eligibility, control the order in which leave balances must be used, and monitor time-off balances to prevent ineligible participants from taking time off and being paid for it. You'll be tapping into efficiencies that control labor costs to immediately impact your bottom line.

About Kronos

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Workforce Central HRMS Reporting



Default Dashboards and Reports

- New Hire Dashboard
 - Used by administrators and managers to analyze current employees and new hires by organization and source
 - Includes the following 4 widgets
 - Active Employee County by Tenure
 - Average Annual Salary by Tenure
 - New Hire by Organization
 - New Hires by Source





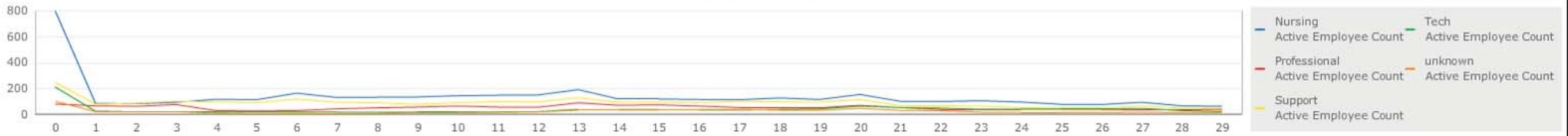
Show Tools

Performance

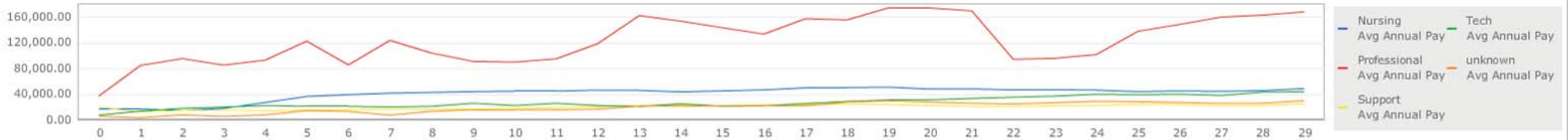
New Hires

Turnover

Active Employee Count by Tenure



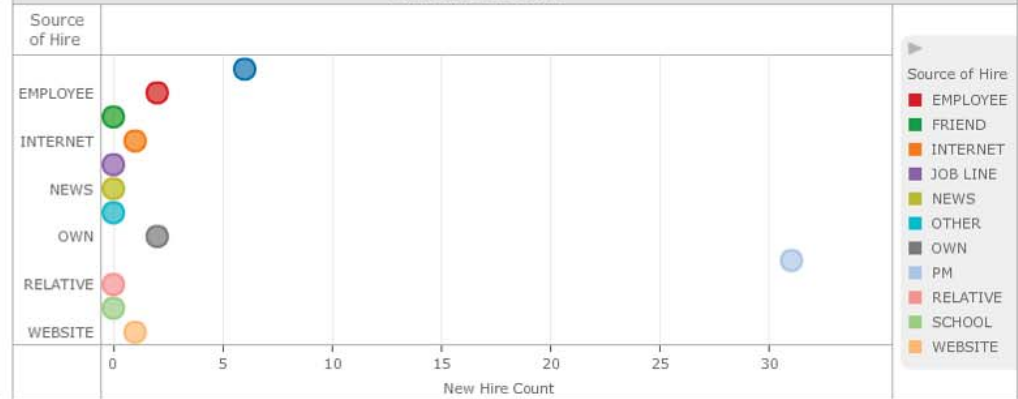
Avg Annual Pay by Tenure



New Hires by Work Unit

Work Unit	Job Group Name	Supervisor Name	Support	New Hire Count
10.70005 - NUTRITION CAFETERIA	B2235587FU			5
10.60290 - NURSING FLOAT	H651FU			4
10.65005 - OPERATING ROOM	G5853FU			3
10.70000 - NUTRITION	B2235587FU			3
20.69400 - ROUTINE MED-SURG	H1705FU			3
10.70000 - NUTRITION	C4005FU			2
10.71500 - ENVIRONMENTAL SERVICES	No Employee			2
10.75000 - COMMUNICATIONS	S1129FU			2
10.80007 - OCCUPATIONAL HLTH MGT	T8207FU			2
20.89420 - PATIENT REGISTRATION	R2086FU			2
Unknown Work Unit	H4727454FU			2
10.60292 - HOUSE NURSE AST	W1928FU			1
10.62010 - NURSERY INTENSIVE CARE	H5505FU			1
10.65405 - LABOR-DELIVERY	G612639FU			1
10.66055 - IMAGING SCHEDULING	M189617FU			1
10.69505 - FAMILY MEDICINE CENTER	H630691FU			1

New Hires by Source



Default Dashboards and Reports

- Turnover Dashboard
 - Used by administrators and managers to analyze turnover rates and reasons to assist with managing turnover challenges. The information will be provided for a 2 year rolling period.
 - Includes the following 2 widgets
 - Termination by Reason
 - Top 10 Organization by Turnover



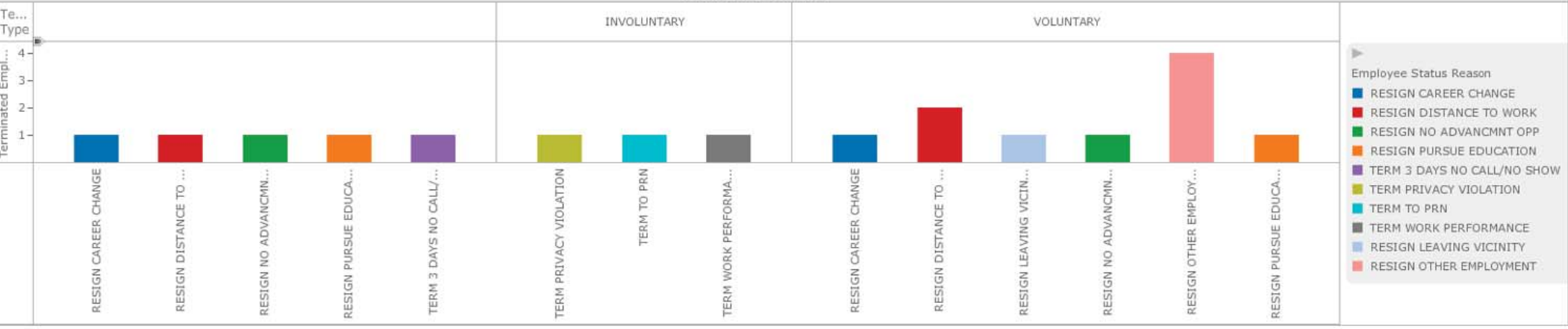
Show Tools

Performance

New Hires

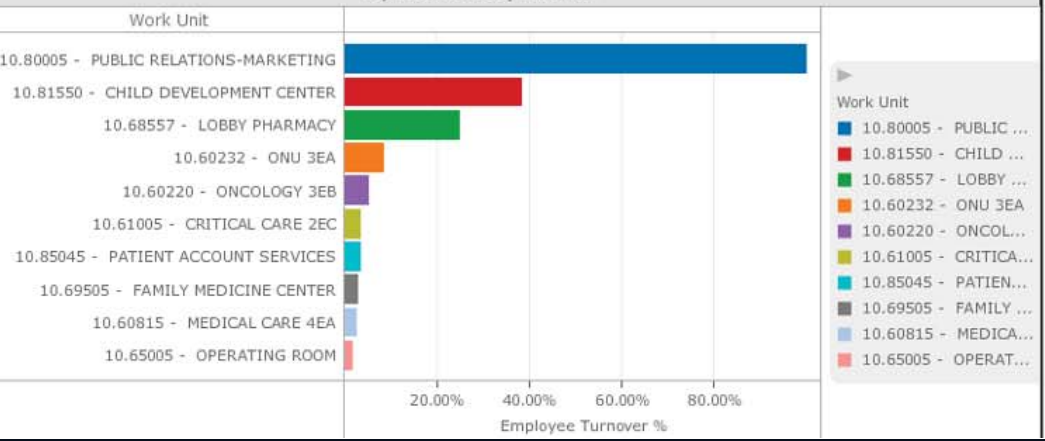
Turnover

Termination by Reason



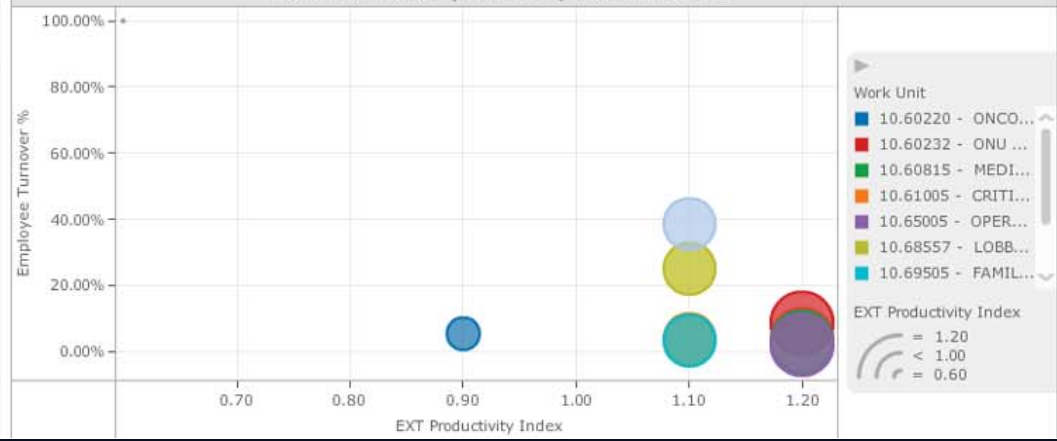
- Employee Status Reason
- RESIGN CAREER CHANGE
 - RESIGN DISTANCE TO WORK
 - RESIGN NO ADVANCING OPP
 - RESIGN PURSUE EDUCATION
 - TERM 3 DAYS NO CALL/NO SHOW
 - TERM PRIVACY VIOLATION
 - TERM TO PRN
 - TERM WORK PERFORMANCE
 - RESIGN LEAVING VICINITY
 - RESIGN OTHER EMPLOYMENT

Top Work Units by Turnover



- Work Unit
- 10.80005 - PUBLIC ...
 - 10.81550 - CHILD ...
 - 10.68557 - LOBBY ...
 - 10.60232 - ONU 3EA
 - 10.60220 - ONCOL...
 - 10.61005 - CRITICA...
 - 10.85045 - PATIEN...
 - 10.69505 - FAMILY ...
 - 10.60815 - MEDICA...
 - 10.65005 - OPERAT...

Work Unit Turnover by Productivity Index Scatter Plot



- Work Unit
- 10.60220 - ONCO...
 - 10.60232 - ONU ...
 - 10.60815 - MEDI...
 - 10.61005 - CRITI...
 - 10.65005 - OPER...
 - 10.68557 - LOBB...
 - 10.69505 - FAMIL...
- EXT Productivity Index
- = 1.20
 - < 1.00
 - = 0.60



Default Dashboards and Reports

- Performance Dashboard
 - Used by administrators and managers to analyze performance results to determine areas of improvement
 - Includes the following 4 widgets
 - Average Performance Rating by Organization
 - Performance Metrics
 - Average Rating by Source of Hire
 - Average Rating and Salary by Source





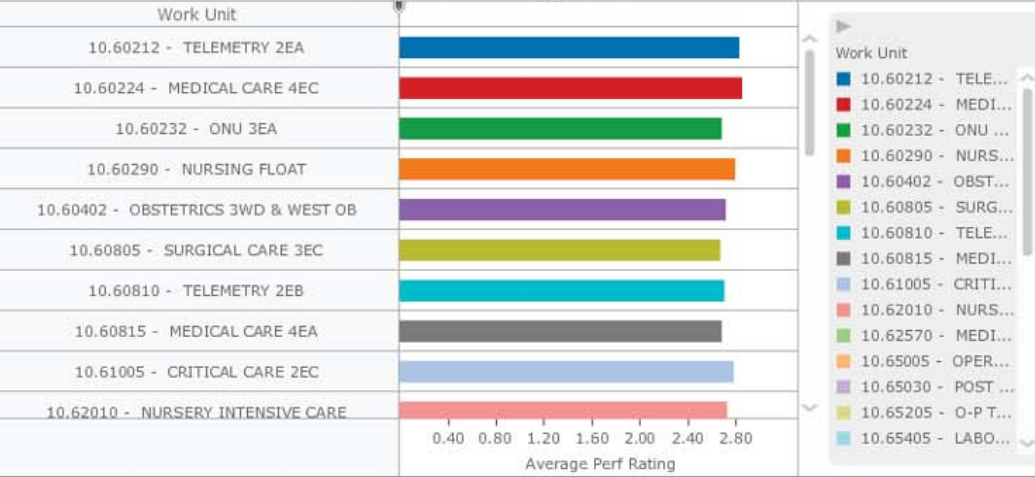
Show Tools

Performance

New Hires

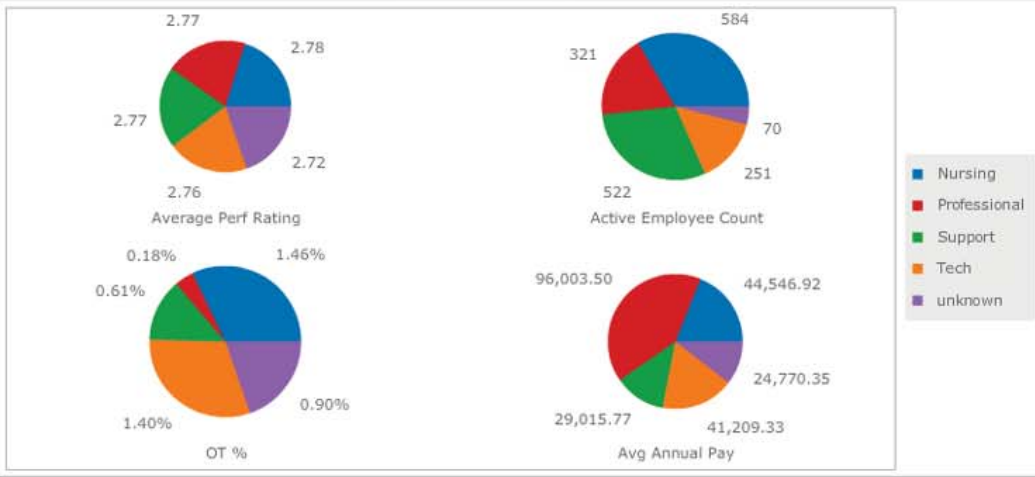
Turnover

Average Performance Rating by Work Unit

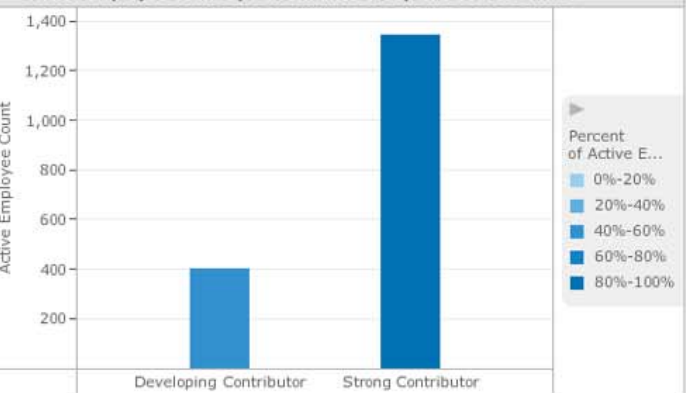


- 10.60212 - TELE...
- 10.60224 - MEDI...
- 10.60232 - ONU ...
- 10.60290 - NURS...
- 10.60402 - OBST...
- 10.60805 - SURG...
- 10.60810 - TELE...
- 10.60815 - MEDI...
- 10.61005 - CRITI...
- 10.62010 - NURS...
- 10.62570 - MEDI...
- 10.65005 - OPER...
- 10.65030 - POST ...
- 10.65205 - O-P T...
- 10.65405 - LABO...

Performance Metrics



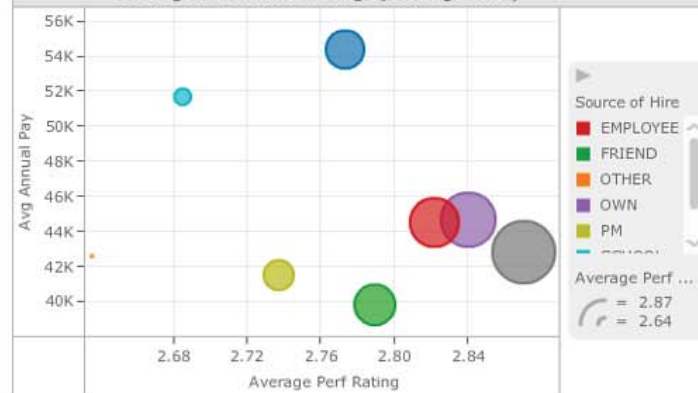
Active Employee Count by Performance Group and Source of Hire



Performance Rating by Source of Hire

Position Title	Active Employee Count	Average Perf Rating
HOUSEKEEPER- ENVIRONMENTAL SERVICES	47	2.74
INFORMATION SYSTEMS SPECIALIST- INFORMATION SYSTEMS	22	2.86
LAUNDRY PROCESSOR- LAUNDRY/LINEN	23	2.83
MED TRANSCRIPTIONIST III- MEDICAL RECORDS	46	2.80
NUTRITION ASSIST- NUTRITION	33	2.85
PATIENT CARE ASSIST - ROUTINE MED/SURG	20	2.85
PATIENT CARE TECHNICIAN- MEDICAL CARE 4EA	34	2.71
PHARM TECH II- PHARMACY	23	2.83
PHYSICIAN- FAMILY MEDICINE CENTER	32	2.85
REP-ADMITTING II- PATIENT REGISTRATION	23	2.78
REVENUE CYCLE REPRESENTATIVE	20	2.77

Average Performance Rating by Average Salary



Workforce Central

Workforce Absence Manager: Attendance

An Easier Way to Manage Attendance

A survey conducted by the Society of Human Resource Management found that the total financial impact of paid time off, as a percentage of payroll, is up to 22%.¹ This number represents direct costs associated with paying absent employees and staff replacement workers, as well as indirect costs such as lost productivity. The same study determined that unplanned absences like sick time, late arrival, early departure, and extended breaks reduce productivity by as much as 6.7% of payroll.² Undeniably, the costs of employee absence are both real and measurable at your organization. But there is good news — the cost of absenteeism and its effects on productivity can be controlled with the attendance component within the Kronos® Workforce Absence Manager™ solution.

Labor costs got you down?

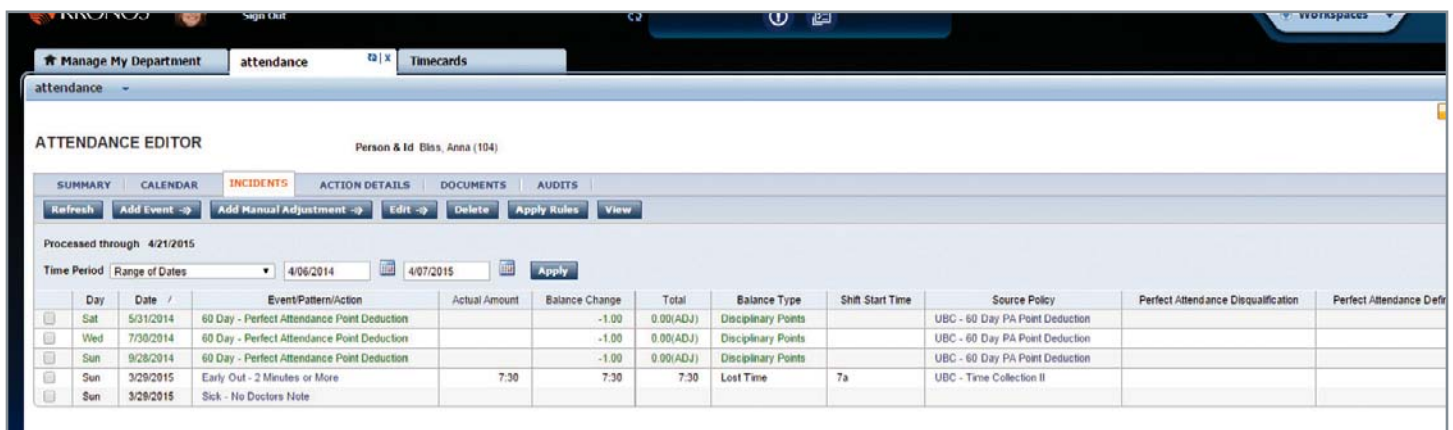
The Attendance component of the Workforce Absence Manager solution automates and streamlines the application of your attendance policies — no matter how complex — so you can enforce rules consistently and control the costs, risks, and productivity effects associated with employee absenteeism.

Give your executive team and leaders the visibility they need to accurately measure the cost of absences and understand what drives absenteeism. And it provides your frontline managers visibility and insight into patterns of employee absenteeism, enabling managers to focus on employees with absence issues. It also allows managers to improve productivity and proactively reduce the direct and indirect costs associated with replacement workers and excess overtime.



Key Benefits

- » **CONTROL LABOR COSTS** with insights that accurately measure the cost of absence and help understand factors that drive absenteeism
- » **MINIMIZE COMPLIANCE RISK** with consistent and fair enforcement of policies
- » **IMPROVE WORKFORCE PRODUCTIVITY** automating, streamlining, and standardizing the application of attendance policies — no matter how complex



The Attendance Editor allows you to view detailed employee attendance information and update attendance data.

¹ Society for Human Resource Management, *Total Financial Impact of Employee Absences in the U.S.*, at 3 (2014) (Sponsored by Kronos Incorporated).

² *Ibid.*, at 11.



Minimize compliance risk

When employees violate attendance policies, it could result in not only payroll inflation, but widespread employee dissatisfaction that can lead to costly union grievances and compliance claims. Workforce Absence Manager attacks this risk head-on by automating the tracking of employee absences against the parameters of your policies. The attendance component allows you to automatically apply attendance rules, including rewards and disciplinary actions, accurately and objectively across the organization. When attendance violations do occur, you can rest easy because Workforce Absence Manager gives your managers and key stakeholders easy, centralized access to attendance records and automatically generates detailed audit trails for backups.

Looking to improve workforce productivity?

Employee absence has a significant impact on productivity. In fact, unplanned absences in the U.S. cause a 36.6% loss in productivity.³ These productivity losses are due to the reduced productivity of replacement workers, coworkers,

and supervisor productivity losses. The attendance module helps you get ahead of the game by automatically alerting your managers when employees are approaching defined attendance policy limits. It's a win-win functionality: Managers can correct issues before they impact productivity, and employees are empowered to stay on top of their own attendance records. Additionally, leave administrators can be given visibility to absences that may qualify as leave cases. To boost productivity even further, your frontline managers can save valuable time by auto-generating documentation such as disciplinary action letters and notifications of personalized attendance awards.

About Kronos

Cloud-based Kronos® human capital management and workforce management solutions help organizations of all sizes and industries attract, retain, and engage employees while improving efficiency and customer satisfaction. We offer the industry's most robust suite of tools for managing the entire workforce — from pre-hire to retire. **Kronos: Workforce Innovation That Works™.**

Key Features

Feature	Benefit
Configurable Attendance Policies	<ul style="list-style-type: none"> Automate your attendance policies, both complex and simple.
Automatic Alerts	<ul style="list-style-type: none"> Notify managers when employees approach or reach designated attendance thresholds, so they can act to reward or discipline workers as appropriate.
Document Generation	<ul style="list-style-type: none"> Employ one-click creation of personalized attendance documents and disciplinary letters.
Automatic Policy Application	<ul style="list-style-type: none"> Maintain compliance by auto-triggering configured rewards or disciplinary actions-making management of attendance fair and objective.
Audit Trail Generation	<ul style="list-style-type: none"> All activities and events associated with disciplinary and reward scenarios are tracked and logged in detail for compliance and backup.

Put Kronos Workforce Absence Manager to work for you:
[kronos.com/absencemanager](https://www.kronos.com/absencemanager)

³ Ibid., at 4.

Best Practice Hiring Solution

Hiring a workforce is a process that requires an automated hiring management system that's easy for everyone to use. Candidates need a positive experience with an easy-to-use career site. Hiring managers need a simple, easy-to-use tool to select the best candidates. The Kronos® Workforce Talent Acquisition Express™ hosted applicant tracking system gives hiring professionals the tools to find, process, and hire applicants with smart, efficient tools. Whether your hiring needs are ongoing and/or high-volume or occasional and requisition-based, there is an Express solution for you.

Technology to the Rescue

Smart, efficient, and prudent hiring professionals are turning to Kronos® Workforce Talent Acquisition Express. This automated hiring solution is available at a surprisingly low cost of ownership — with a much quicker implementation time than our enterprise Workforce Talent Acquisition™ solution. With Express, you will have the luxury of being able to start hiring quickly, utilizing a robust requisition management system with the ability to add features at your own pace — with your unique budgetary parameters in mind.

So Smart, It's Easy

Express offers you the performance and reliability of world-class enterprise hiring software at a much lower cost and speedier startup time, through the use of a pre-defined implementation process. Using Express, you will turn hiring into a measurable process that sets clear standards everyone can follow, provides an auditable hiring workflow, and automates onboarding for all employees. And because your Express solution will be “ready to go” from its inception, you will save time and money by avoiding costly meetings, travel time, and months of implementation time.

Requisition Hiring

With Express for Requisition, your candidates will experience an easy, convenient hiring process that utilizes their uploaded resume data to populate the application. Hiring managers and recruiters have access to a full requisition management system, enabling

them to create requisitions and get them approved and posted from one convenient dashboard. Advanced search tools allow you to find the best candidates based on criteria like keywords and work or education history.

Hourly/High-Volume Hiring

With Express for Hourly, high-volume hiring won't be such a challenge. Your solution comes preconfigured with your positions, locations, and prescreening questions. Applicant pools allow hiring managers to share applicants across multiple locations. A position management system allows your team to easily manage job openings for their location and get the best applicants onboard quickly.

Why Kronos?

Kronos helps organizations of all sizes unlock opportunities — hidden within their workforce processes — to control labor costs, minimize compliance risk, and improve workforce productivity. Our easy-to-own time and attendance, scheduling, absence management, HR and payroll, hiring, and labor analytics solutions and strategic services provide complete automation and high-quality information and deliver the experience our customers expect

Workforce Central

Workforce Mobile

The power of Workforce Central on your device

The Kronos® Workforce Mobile™ solution is a connection to your Workforce Central® system that lets your employees complete common administrative tasks right from their mobile devices. With on-the-go access, your employees can instantly engage, make effective decisions, take action, and increase day-to-day productivity. Mobile workforce management will fundamentally change the way that your workforce interacts and connects with your organization.

Workforce Mobile empowers employees and managers by giving them untethered access to Workforce Central in a sleek, easy-to-use format. The simplicity of mobile functionality allows users to access Workforce Central with virtually no training. Workforce Mobile takes full advantage of multi-touch capabilities so that users can easily navigate through data and make labor adjustments — using a simple tap, pinch, or swipe of a finger.

Gain the Visibility You Need: Whenever, Wherever

When is my shift? Can I take a day off? Which department did I work in last Tuesday? With Workforce Mobile, employees and managers can quickly and easily get answers to these questions and more, right on their devices. That means less time spent digging for answers to administrative issues and more time spent on work activities that contribute to your organization’s success. Managers can easily see requests and tasks and rapidly respond to potential workforce management issues, while employees can perform their time management tasks when and where they need to.

Boost Employee Engagement

Enabling employee self-service on a mobile device gives employees an easy way to get answers to information on workforce questions and situations that come up every day. Employees can clock in and out, view schedules, adjust availability and preferences, check time-off balances, sign up for open shifts, view benefits and pay information, and request days off.

Workforce Mobile employee self-service makes it easier than ever for employees to get the information they need. When employees have anytime, anywhere access to information, they feel valued and treated fairly. And when employees feel valued, they become more engaged and are more likely to give an extra effort to your organization — leading to increased productivity and better business outcomes.

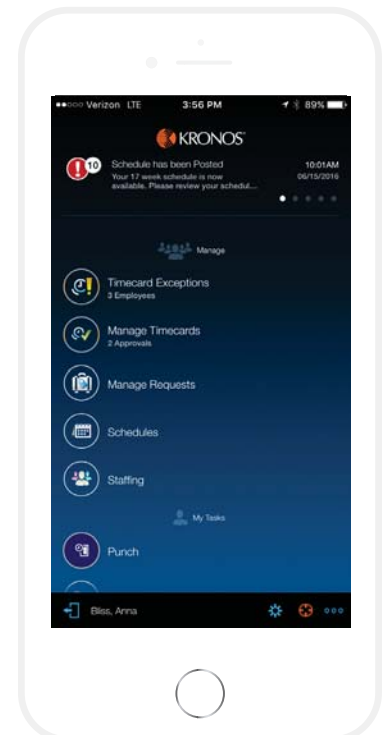
Benefits for a Remote Workforce

Why make your people go into the office if they don’t need to? Workforce Mobile enables your field and off-site employees to access the same deep functionality available on their desktop or laptop computer.



Key Benefits

- » **EMPOWER YOUR EMPLOYEES** to submit requests, approve timecards, submit punches, conduct transfers, track detailed labor activity, and more
- » **ALLOWS MANAGERS TO RESOLVE EXCEPTIONS** as they happen and quickly respond to employee requests
- » **LEVERAGE GPS-BASED TECHNOLOGIES** like geofencing and geosensing to access information based on location



Deploying a mobile solution to remote workers also lets managers eliminate the time and expense of manually inputting hours for field and off-site employees. Managers can easily schedule the right person for the right job at the right time — creating countless opportunities to increase your organization's competitive advantage.

Real-Time Tools for Managers

Workforce Mobile gives your managers and supervisors greater visibility into the organization — allowing them to resolve exceptions as they happen, approve timecards, and quickly respond to employee requests. With added visibility, communication with employees improves and everyday workforce management tasks get resolved quickly and accurately.

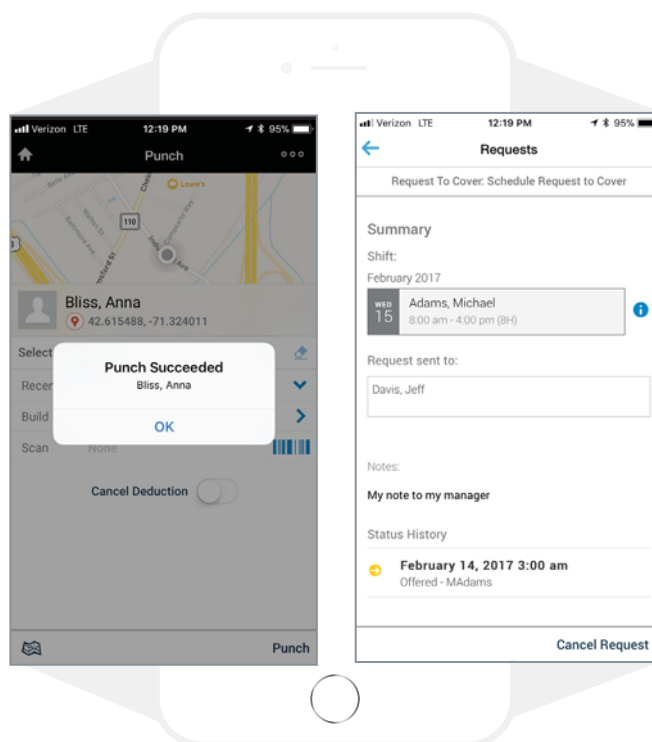
By leveraging mobile solutions, managers and employees don't have to wait to use a PC or run to a back office to correct an issue. Instead, they have the power to get the answers they need right away, which means less time looking for answers and more time focusing on job priorities.

Technical Specifications

Workforce Mobile requires Apple® devices to run iOS8.0 or greater and Android™ smartphones to run at least version 4.4 of the Google-distributed Android operating system. Note that older devices with lower resolutions can influence usability.

About Kronos

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — use Kronos. **Kronos: Workforce Innovation That Works™.**



Put Kronos Workforce Mobile to work for you:
+1 800 225 1561 | kronos.com/mobile

Kronos Support Services at a Glance

Support Services

	Software				Equipment	
	Platinum Plus	Platinum	Gold Plus	Gold	Depot Exchange	Depot Repair
Plus Services Features						
Technical Account Manager 24x7	•					
Technical Account Manager 8am – 8pm local time (M-F)			•			
Proactive Preventive Support	•		•			
Complete Issue Tracking and Management	•		•			
Site Visit	•					
Phone Support						
24 hours/7 days a week	•	•				
Senior Specialists	•	•				
8am – 8pm local time (M-F)			•	•	•	•
Web-based Expertise						
Technical Advisories	•	•	•	•	•	•
Service Case Studies	•	•	•	•		
Learning Quick Tips	•	•	•	•		
Brown Bag Sessions	•	•	•	•		
HR and Payroll Answerforce™	•	•	•	•		
Interactive Forms	•	•				



	Software				Equipment	
	Platinum Plus	Platinum	Gold Plus	Gold	Depot Exchange	Depot Repair
Software Assurance						
Patches	•	•	•	•	•	•
Service Releases	•	•	•	•	•	•
Upgrades	•	•	•	•		
Legislative Updates	•	•	•	•		
Web-based Information						
Knowledge Base	•	•	•	•	•	•
eCase Management	•	•	•	•	•	•
Documentation	•	•	•	•	•	•
Customer Forums	•	•	•	•	•	•
Remote Support	•	•	•	•	•	•
Equipment Services						
Depot Exchange — Next Day					•	
Depot Repair						•



Workforce Innovation
That Works™

www.kronos.com



Kronos **Workforce TeleStaff**

Meeting the unique scheduling and notification needs of fire-rescue and EMS.

When it comes to staffing fire-rescue and EMS employees, paper-based or semi-automated processes and communications just aren't sufficient to manage complex fire-rescue/EMS schedules and communication needs.

More than merely inefficient, non-automated processes can negatively impact safety, compliance, and service delivery; lower morale; and burden command staff with hours of paperwork and manual calling that could be better spent on training and incident management.

Enter Kronos Workforce TeleStaff™.

The Workforce TeleStaff solution uses intelligent, rules-based automation to create schedules that align employee qualifications, certifications, availability, and even work and time-off preferences with anticipated service demands — all while adhering to department, union, and HR rules and policies.

The result? Service demands are met with schedules that balance the needs of both the department and employees, ensuring optimal coverage by staffing the right people in the right place at the right time.



The top five reasons you need Workforce TeleStaff:

- 1. Decrease** scheduling complexity while managing compliance and safety risk and meeting service-level demands
- 2. Communicate** quickly, intelligently, and reliably for immediate action
- 3. Provide** fairness and transparency
- 4. Control** labor costs
- 5. Increase** employee engagement and productivity

Scheduling

Simplify complex scheduling and minimize compliance and safety risk.

Workforce TeleStaff provides the tools and visibility you need to:

- Produce effective schedules and rosters based on your unique needs and rules
- Put the right person in the right place at the right time
- Minimize compliance and safety risk through rules-based automation
- Maintain minimum staffing levels based on service-level agreements



With Workforce TeleStaff, you can create and maintain a virtually unlimited number of schedules supported by multiple shifts and rotating positions as well as future-deployed and special event assignments while ensuring adherence with your department's unique union, HR, and fatigue rules. You can automatically staff the right employees based on skill set, certification, qualification, and availability to help ensure compliance and enhance safety.

Workforce TeleStaff also gives employees direct access to their schedules. They can expedite tasks such as shift trades and time-off requests and even bid for preferred shifts, vacation time, and overtime. This helps streamline and shorten approval processes while improving morale.

In addition, Workforce TeleStaff makes fatigue management easier with schedules that take limitations on scheduled hours or job rotation into consideration — helping to minimize compliance risk and ensure that the right employees are staffed safely.

"Scheduling used to consume nine hours a day. [With] Kronos® Workforce TeleStaff it takes us maybe five minutes a day. It allows you to do the job you were hired to do with a system that is fair and balanced."

Lt. Stephen Booth
Escambia County EMS

Communications

Connect quickly, intelligently, and reliably for immediate action.

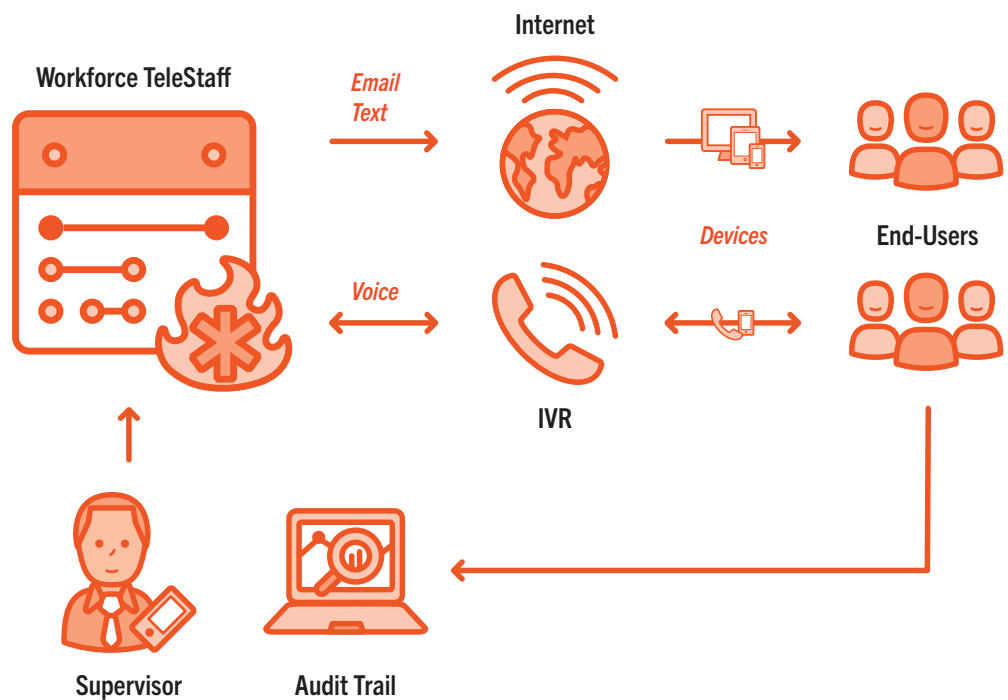
Workforce TeleStaff opens the lines of communication:

- Integrates built-in communication capabilities with scheduling functionality
- Makes the right contact based on the situation
- Supports bidirectional exchange of information
- Sends voice, text, or email notifications
- Provides an audit trail of all outbound communications and employee responses

Whether for routine staffing or deployment for a major emergency response, a fast and reliable notification system to fill positions, conduct recall, or relay important messages is critical for emergency services organizations.

Workforce TeleStaff intelligently finds the best-fit resources to notify and then sends voice, text, or emails for you using a built-in, state-of-the-art interactive voice response system. This frees command-level staff from this burdensome task so they can address the critical work at hand.

Notifications can be sent to individuals or groups for open shifts, overtime opportunities, or emergency recall, allowing for immediate employee response. And the system tracks it all, creating a complete audit trail of who was contacted, the type of contact made, when the contact was made, and more.



Workforce TeleStaff finds, notifies, and staffs the best-fit resources for you using built-in communication capabilities.

Fairness and Transparency

Make sure your schedules are always equitable and impartial.

Workforce TeleStaff delivers easy, single-source access to real-time information:

- Automatically enforces all union mandates, HR policies, and department rules
- Empowers employees with self-service access to schedules, accrued time-off balances, bidding, and more
- Increases visibility into abuse trends for taking corrective action



With Workforce TeleStaff, you can create schedules and allocate overtime and special event work in a manner that's fair and equitable while adhering to all union mandates, HR policies, and department rules. Every staffing decision is validated against the rules to enforce fairness and impartiality.

Overtime controversies in particular can be eliminated when it is allocated according to your qualifiers and rules. Whether your department allocates overtime by who has the least amount or by seniority, Workforce TeleStaff accommodates your policies to help make it fair and transparent.

In addition, Workforce TeleStaff delivers whenever, wherever access to employees — via mobile, laptop, or desktop applications — for greater insight into scheduling practices and processes.

"With Workforce TeleStaff, overtime is awarded on a consistent basis with consistent rules now."

Capt. Dale Rolfson
Indianapolis Fire Department

Managing Labor Costs

Streamline processes, optimize resources, and gain valuable budget visibility.

Workforce TeleStaff scheduling helps you manage costs and gain visibility into operations:

- Eliminates costly scheduling errors by identifying and avoiding over- and understaffing
- Pre-approves or suppresses overtime to help control costs
- Measures usage and tracks and reports on all labor costs by a variety of factors



With fire-rescue and EMS departments facing challenges such as budget cuts and resource constraints, you must be able to create precise, error-free schedules; track all labor costs; and contain and reduce overtime for accountability to the citizens and communities you serve.

Error-free Workforce TeleStaff schedules minimize costly over- and understaffing that can result in unplanned overtime expenses. You can also track, analyze, and report on all labor data across your department for improved planning, to identify trends, and to forecast and justify your future budgeting needs.

Workforce TeleStaff to the rescue!

Workforce TeleStaff has been used for rapid response to many FEMA-declared emergencies, including the September 11, 2001, attacks; Hurricane Katrina; and the Gulf Coast Deepwater Horizon oil spill.

With Workforce TeleStaff, you can quickly locate, notify, and deploy the right responders for immediate response. Afterward, you can create labor and management reports to identify all reimbursable and nonreimbursable emergency-related costs. And for FEMA-declared emergencies, the Workforce TeleStaff FEMA reporting module prepopulates FEMA reports with labor data for expedited reimbursement.

Employee Engagement and Productivity

Free up command staff and give employees more control.

Workforce TeleStaff automates scheduling and other tasks:

- Frees command staff for more valuable activities
- Rewards employees with more control over schedules and bidding
- Minimizes noncompliance risk by centralizing the bidding process

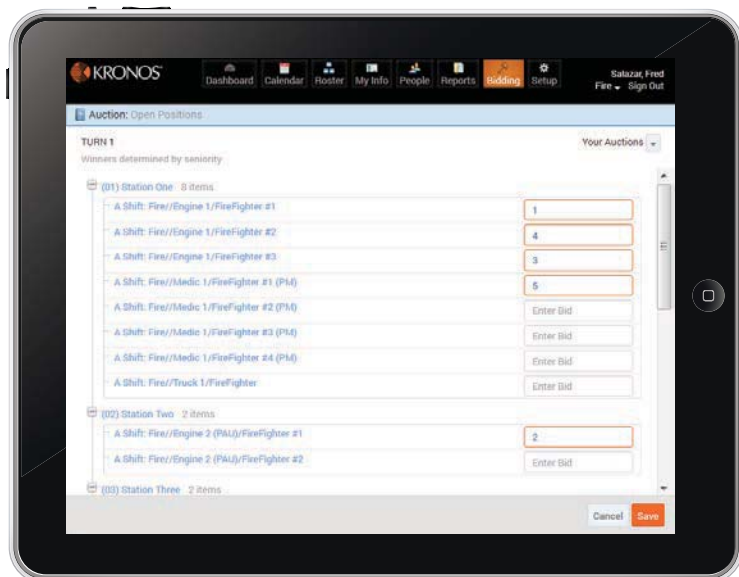


Workforce TeleStaff lets you successfully automate all the processes related to scheduling and workforce management for your entire department — from the command-level staff who manage scheduling to your firefighters, paramedics, and EMTs on the front lines. It's truly a win-win scenario: The system helps free up command staff time while empowering employees with more control over when and where they work.

Complex, time-consuming scheduling processes are streamlined to reduce command staff's administrative workload. Workforce TeleStaff allows open and efficient communications across the entire organization for enhanced decision making and productivity — and provides employees with greater visibility into shift, position, vacation time, and overtime bidding.

"Workforce TeleStaff has proved to be a great resource for all our staffing needs. Our end-users enjoy the ease of it to access their specific calendars and work assignments. It is the most user-friendly program we've ever experienced. It saved us."

Battalion Chief Jim Birrell
Monterey Park Fire Department



Workforce TeleStaff automates position, shift, and vacation bidding, freeing up command staff time and boosting employee engagement.

Core Enterprise System Integration

A solution that works seamlessly with your core technology.

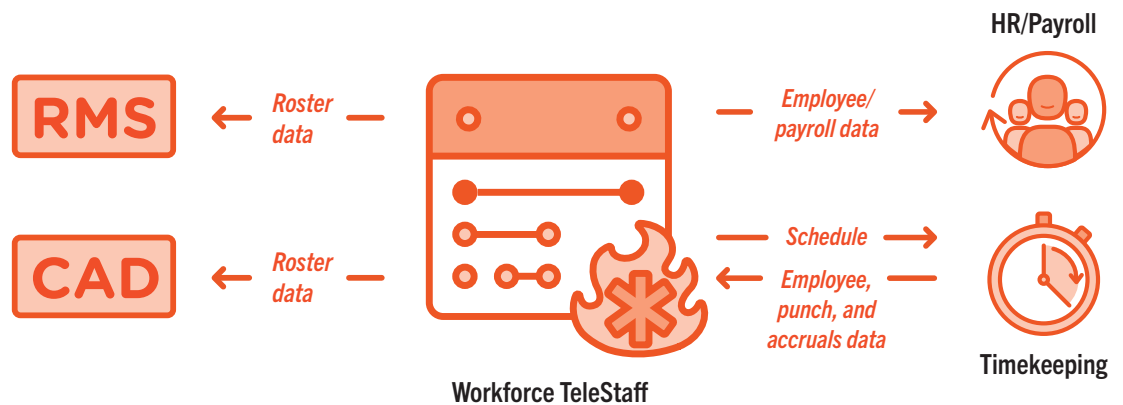
Workforce TeleStaff integrates with a wide range of systems:

- Easily interfaces with third-party HR/payroll, CAD, and RMS systems
- Syncs seamlessly with the Kronos Workforce Central system
- Saves time, increases data accuracy, and improves efficiency

Workforce TeleStaff offers powerful interface tools to integrate with virtually any HR, payroll, CAD, RMS, and timekeeping system you may be currently using. You can easily exchange employee, payroll, schedule, roster, and timekeeping data to save time, increase data accuracy, and improve workforce efficiency.

For municipalities that want to integrate scheduling and timekeeping from a single vendor, Workforce TeleStaff and Kronos Workforce Central® integrate seamlessly to provide a comprehensive platform of timekeeping, workforce management, talent management, and HR/payroll capabilities.

Through bidirectional integration, schedule, employee, accruals, and punch data is automatically synced across the systems. You can also easily view accrual balances from Workforce Central in Workforce TeleStaff, and easily export payroll data to payroll systems.



Easily integrate Workforce TeleStaff with your existing systems and share real-time data across multiple departments.

Detailed Reporting

Gain actionable insight into your workforce for better decision making.

Workforce TeleStaff delivers the real-time data you need to:

- Access extensive labor and management reports for better decision making and in-depth insight into operations
- Create custom reports using built-in tools
- Export reports to CSV, XLS, PDF, HTML, and XML formats
- Schedule and email reports to keep managers up to date



Workforce TeleStaff provides built-in, real-time reports with the most requested and recommended metrics — as well as a reports builder that allows you to create custom reports based on precise data. Key reports include:

Multiday Roster Report

See who is working and not working within a date range; analyze and control minimum staffing levels at a glance; realign resources to control overtime costs; easily schedule trainings, meetings, and floating or extra days.

Accrual Report

Displays all employee names with organization-defined accrual codes showing each employee's balance, earned/remaining hours, and taken/in-period hours.

Cost Report

Displays the estimated costs associated with each work code used over a given date range.

Expirations/Certification Warning Report

Tracks specialty expiration dates and displays other types of expiring activities and documents, such as physical exams and driver's licenses.

Payroll Report

Shows how many hours of each organization-defined pay code are used during a user-defined payroll period.



Technology and Deployment

An effective solution that is easy to install, maintain, and own.

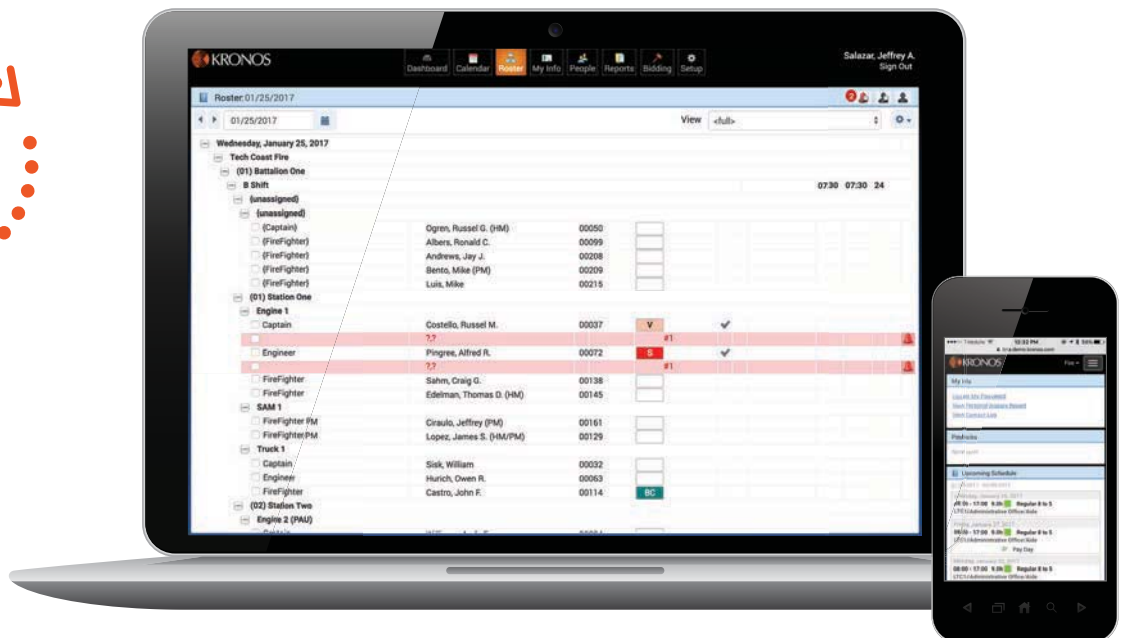
Workforce TeleStaff supports your technology needs today and tomorrow:

- 100 percent web-based solution utilizing HTML5 technology
- Employs a responsive user interface and simplified workflow for users
- Provides a flexible yet powerful architecture
- Meets IT requirements for a highly available and easy-to-maintain application

While Workforce TeleStaff is designed to help you improve your scheduling efforts and results, it is also built on a flexible yet powerful architecture that supports vertical and horizontal scalability, failover, clustering, and load balancing.

As a 100 percent web-based solution, Workforce TeleStaff works in any HTML5-enabled web browser. Through a responsive user interface design, it easily adapts to different screen sizes across various applications — mobile, laptop, and desktop — and delivers a simplified workflow for users. No browser plug-ins or add-ons are required to use Workforce TeleStaff, which simplifies deployment and support complexities. This flexible architecture allows organizations to segregate system functions across multiple servers.

Workforce TeleStaff also supports the most popular databases, including Microsoft SQL Server. It uses a leading-edge system for its interactive voice recognition component, and offers software as a service (SaaS), Kronos private cloud, and on-premise deployment options.



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Put Kronos for Fire-Rescue and EMS to work for you:

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Workforce Innovation
That Works™

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PS0052-USv1



Kronos **Workforce TeleStaff**

Meeting the unique scheduling and notification needs of law enforcement

When it comes to staffing officers, paper-based or semi-automated processes and communications just aren't sufficient to manage complex law enforcement schedules and communication needs.

More than merely inefficient, non-automated processes can negatively impact safety, compliance, and service delivery; lower morale; and burden command staff with hours of paperwork and manual calling that could be better spent on training and incident management.

Enter Kronos Workforce TeleStaff™.

The Workforce TeleStaff solution uses intelligent, rules-based automation to create schedules that align officer qualifications, certifications, availability, and even work and time-off preferences with anticipated service demands — all while adhering to agency, union, and HR rules and policies.

The result? Service demands are met with schedules that balance the needs of both the agency and officers, ensuring optimal coverage by staffing the right people in the right place at the right time.



The top 5 reasons you need Workforce TeleStaff:

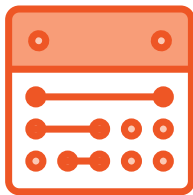
1. **Decrease** scheduling complexity while managing compliance and safety risk and meeting service-level demands
2. **Communicate** quickly, intelligently, and reliably for immediate action
3. **Provide** fairness and transparency
4. **Control** labor costs
5. **Increase** employee engagement and productivity

Scheduling

Simplify complex scheduling and minimize compliance and safety risk.

Workforce TeleStaff provides the tools and visibility you need to:

- Produce effective schedules and rosters based on your unique needs and rules
- Put the right person in the right place at the right time
- Minimize compliance and safety risk through rules-based automation
- Maintain minimum staffing levels based on service-level agreements



With Workforce TeleStaff, you can create and maintain a virtually unlimited number of schedules that support multiple shifts and rotating positions as well as future-deployed and extra-duty assignments while ensuring adherence with your agency's unique union, HR, and fatigue rules. You can automatically staff the right officers based on skill set, certification, qualification, and availability to help ensure compliance and enhance safety.

Workforce TeleStaff also gives officers direct access to their schedules. They can expedite tasks such as shift trades and time-off requests and even bid for preferred shifts, vacation time, and overtime. This helps streamline and shorten approval processes while improving morale.

In addition, Workforce TeleStaff makes fatigue management easier with schedules that take limitations on scheduled hours or job rotation into consideration — helping to minimize compliance risk and ensure that the right officers are staffed safely.

"Workforce TeleStaff has enabled our officers to spend more time managing incidents at the scenes while establishing consistency in processes."

Lt. Todd Bernard
South Portland (ME) Police Department

Communications

Connect quickly, intelligently, and reliably for immediate action.

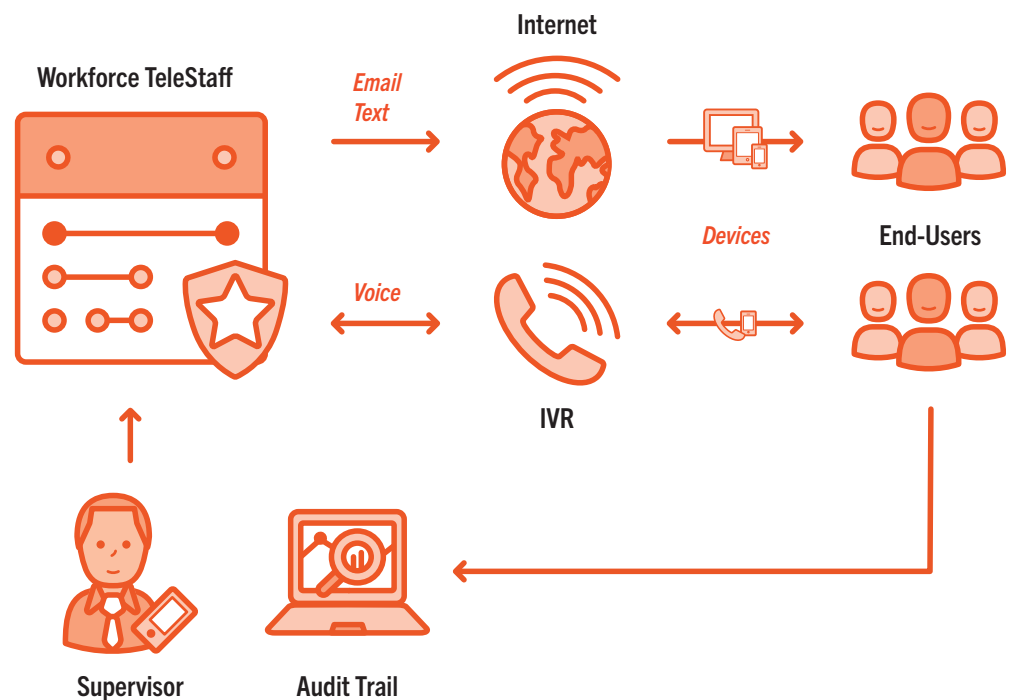
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Whether for routine staffing or deployment for a major emergency response, a fast and reliable notification system to fill positions, conduct recall, or relay important messages is critical for police organizations.

Workforce TeleStaff intelligently finds the best-fit officers to notify and then sends voice, text, or email notifications for you using a built-in, state-of-the-art interactive voice response (IVR) system. This frees command-level staff from this burdensome task so they can address the critical work at hand.

Notifications can be sent to individuals or groups for open shifts, overtime opportunities, or emergency recall, allowing for immediate officer response. And the system tracks it all, creating a complete audit trail of who was contacted, the type of contact made, when the contact was made, and more.



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With Workforce TeleStaff, you can create schedules and allocate overtime and extra-duty assignment work in a manner that's fair and equitable while adhering to all union mandates, HR policies, and agency rules. Every staffing decision is validated against the rules to enforce fairness and impartiality.

Overtime controversies in particular can be eliminated when it is allocated according to your qualifiers and rules. Whether your agency allocates overtime by who has the least amount or by seniority, Workforce TeleStaff accommodates your policies to help make it fair and transparent.

In addition, Workforce TeleStaff delivers whenever, wherever access to officers — via mobile, laptop, or desktop applications — for greater insight into scheduling practices and processes.

"Now, if [officers] want to take a comp day, they make the request online or with a mobile device, and if it meets the rules of minimum staffing and if they have accrued the time, it's done. With the old way, you didn't know until you saw the posted sheet, which was often quite a bit later."

Capt. John Edwards
Oak Creek (WI) Police

Managing Labor Costs

Streamline processes, optimize resources, and gain valuable budget visibility.

Workforce TeleStaff scheduling helps you manage costs and gain visibility into operations:

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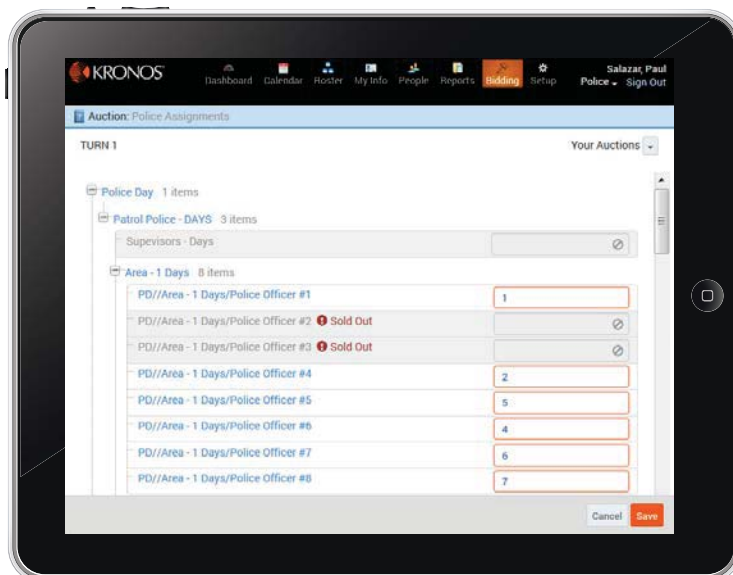
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Complex, time-consuming scheduling processes are streamlined to reduce command staff's administrative workload. Workforce TeleStaff allows open and efficient communications across the entire organization for enhanced decision making and productivity — and provides officers with greater visibility into shift, position, vacation time, and overtime bidding.



"By not having to manually enter officer assignments and vacation picks, we save a considerable amount of work hours. Also, by having the vacation picks date- and time-stamped, there can be no issues about an officer picking out of order of seniority."

Lt. Michael Smith
Schaumburg (IL) Police Department



Workforce TeleStaff automates position, shift, and vacation bidding, freeing up command staff time and boosting employee engagement.

Core Enterprise System Integration

A solution that works seamlessly with your core technology.

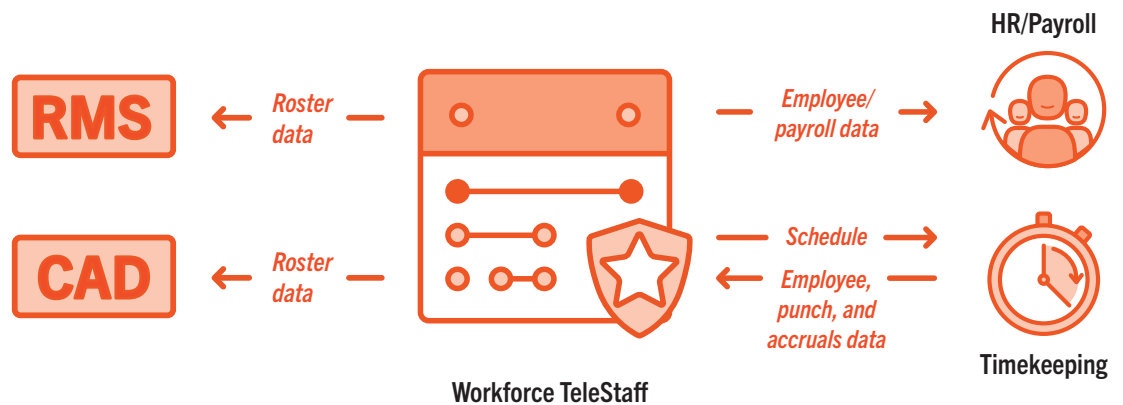
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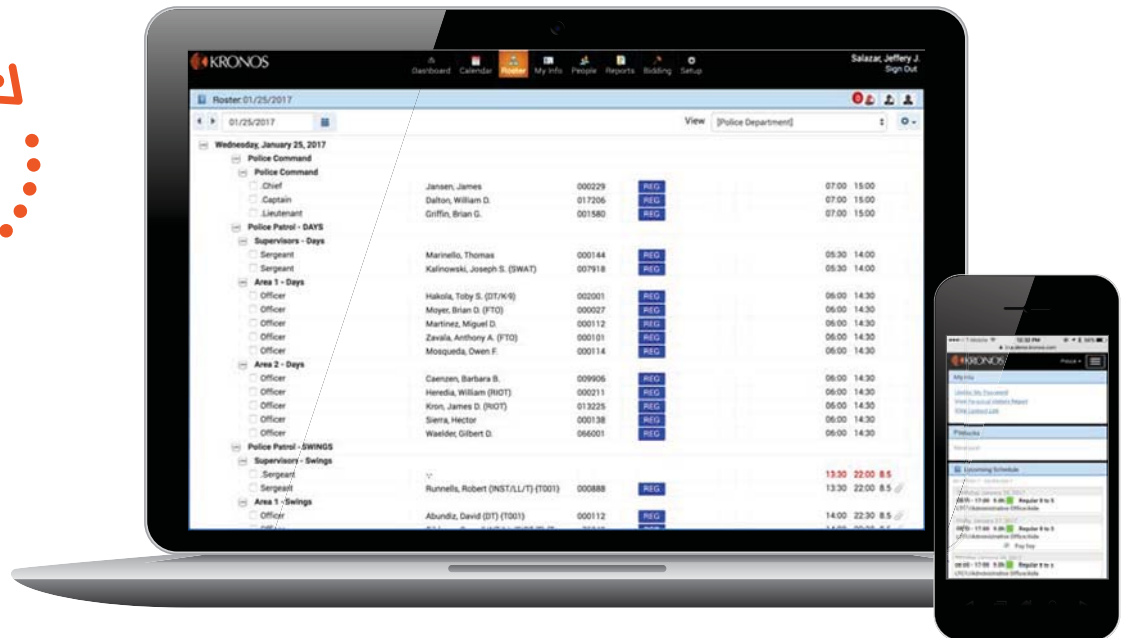
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Put Kronos for Law Enforcement to work for you:
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PS0335-USv1

Omnia Partners, Public Sector Government Purchasing Alliance

Omnia Partners, Public Sector: A Better Way to Purchase Technology

With tight budgets and increased scrutiny, your organization needs to do all it can to reduce labor costs and improve productivity. Workforce management is an effective way, but going out to bid for a technology solution can be a time-consuming process that may force you to settle for the lowest-cost offering. Or worse, the idea of it may force you to forgo the project entirely.

Now there is a better way. Kronos is proud to partner with Omnia Partners, Public Sector to provide public sector organizations with workforce management solutions to control labor costs, minimize compliance risk, and improve workforce productivity.

The benefits are significant. Omnia Partners, Public Sector's supplier commitments ensure that its partners are selected through an open solicitation process. Plus, by having a lead agency hold the master agreement (Cobb County, Georgia), you can satisfy competitive bid requirements — eliminating cumbersome RFP processes. And with competitive pricing and no fees or costs to participate, your agency will save taxpayer money.

For more information, please visit [kronos.com/omnia-partners](https://www.kronos.com/omnia-partners) today.



Key Benefits of the Omnia Partners, Public Sector Contract

- » **GAIN ACCESS** to solutions that meet the needs of organizations of all sizes
- » **CHOOSE** a vendor with a proven track record in the public sector
- » **TAKE ADVANTAGE** of competitive pricing through open solicitation
- » **ELIMINATE** the need for RFPs and accelerate the procurement process
- » **SAVE** taxpayer money — no fees to register

Omnia Partners, Public Sector Purchasing Alliance
www.omniapartners.com/publicsector/contracts/supplier-contracts/kronos

Contract # 18-6390

Lead Agency: Cobb County, Georgia

Email: omniapartners@kronos.com

Phone: +1 855 467 6667 (+1 855 4KRONOS)

Fax: +1 978 367 5954

For more information, please visit
[kronos.com/omnia-partners](https://www.kronos.com/omnia-partners).

About Omnia Partners, Public Sector

Omnia Partners, Public Sector is the leading national government purchasing cooperative, providing world-class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing.

OMNIA
P A R T N E R S



COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.cobbcounty.org/purchasing

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT
122 Waddell Street NE
MARIETTA, GA 30060

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM REQUIRED**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A REQUIRED**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND NOT REQUIRED**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “SEALED BID LABEL” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, even if it is a “NO BID” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before **12:00 noon, September 27, 2018** in the

**Cobb County Purchasing Department
122 Waddell Street
Marietta, GA 30060**

No bids will be accepted after the 12:00 noon deadline.

**Sealed Bid # 18 – 6390
Request for Proposal
Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department**

Pre-Proposal Meeting: September 11, 2018 @ 1:00 P.M.

**Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, GA 30060.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: August 31
September 7, 14, 21



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 18-6390
Request for Proposal
Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department

DELIVERY DEADLINE: SEPTEMBER 27, 2018 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: September 27, 2018 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **18-6390**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:

Cobb County Purchasing
122 Waddell Street NE

Marietta, GA 30060

SEALED BID # 18-6390 DATE: September 27, 2018

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal – Workforce Management Systems
and Related Products, Services and Solutions

VENDOR: _____

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
122 WADDELL STREET NE
MARIETTA, GA 30060

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"
Sealed Bid Number 18-6390
Request for Proposal

Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 122 Waddell Street NE, Marietta, GA. 30060 -Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

_____ Company _____ Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

Sealed Bid # 18-6390

**Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department**

Bid Opening Date: September 27, 2018

Pre-Proposal Conference: September 11, 2018 @ 1:00 PM (E.S.T.)

**Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

**Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

Before 12:00 (Noon) By the Bid Opening Date

**Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, ONE (1) COPY, AND TWO (2) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE

COMPETITIVE SOLICITATION

BY COBB COUNTY, GA

FOR

**WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS,
SERVICES AND SOLUTIONS**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #18-6390

SECTION ONE: OVERVIEW AND INSTRUCTIONS TO BIDDERS

1. MASTER AGREEMENT

Cobb County, GA (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Workforce Management Systems and Related Products, Services and Solutions (herein “Products and Services”).

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of Workforce Management Systems, including Time, Attendance, Leave, Scheduling, and Payroll Solutions and any other Related Products, Services and Solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, Suppliers shall have demonstrated experience in providing the Products and Services as defined in this Request for Proposal (RFP), including but not limited to:

- A. **Time, Attendance, Leave, and Scheduling:** This includes a complete workforce management system that will support a Participating Public Agency’s goal of improving productivity, controlling labor costs, and more efficiently managing employee workforce.
- B. **Payroll:** This includes a solution that will offer pay policy enforcement for enhanced management of and reporting capabilities associated with a payroll system.

- C. **Related Products, Services and Systems:** Any additional related products, services or systems offered by Supplier, including but not limited to, human resources software, payroll services software, talent management/performance/compensation/hiring, travel and expense report management, background check services, employment eligibility verification, tax filing services, garnishment processing services, cloud support services and any other related products, services and systems.

4. SCOPE OF WORK

Offeror shall provide a complete workforce management system (WMS) that will support a Participating Public Agency's goal of improving productivity, controlling labor costs, and more efficiently managing employee workforce. We are seeking a workforce management system that includes the functionality of time and attendance and clocking systems, scheduling and staffing, and a real-time labor management tool.

Should firms jointly work on the response, they are required to designate a single lead firm AND provide examples of where they have successfully installed the conjoined system to include complete descriptions of the installation, lessons learned and client contact information.

The workforce management system shall automate the tracking of time and attendance and scheduling for each employee, cost center and business unit within a Participating Public Agency. The system shall interface with other systems to provide real-time management tools to support labor management decisions. The system shall secure all employee data and provide regular back-up of information as well as identify employees through a two-entry system of personal PIN, badge swipe, internet, telephone, biometrics, etc. The systems shall be able to interface with other systems already in place at the Participating Public Agency.

The primary focus of this RFP is to award a national contract(s) to a supplier(s) that offers the most comprehensive solutions to the above outcome statement.

Proposers are encouraged to detail in their Technical Proposal any related value-added services that will benefit contracting agencies.

The workforce management system can work as an integrated system or independent modules.

1. An important component of the workforce management system is the monitoring of time and attendance. The system needs to be capable of core time and attendance calculations, provide for multiple methods of time capture that are user friendly and intuitive, and provide real-time accurate time and cost allocation capabilities for all employees that work across various cost centers and business units. In addition, it must fully address the complexities of various pay rules and transaction types.

Additionally, the time and attendance component must have the ability to track time spent on specific productive (work) activities as well as non-productive (paid time off, education, orientation, etc.) activities. It needs to allow for the creation of custom tasks to track and report on. The system needs to provide accurate calculations of wages consistent with pay rules and regulations for all categories of employees (exempt or non-exempt) and special pays.

Time calculations must combine times from all work locations and from all positions to accurately determine overtime.

Terminated employees shall be made inactive from all aspects of the software immediately upon termination. The system shall accommodate archiving of old data and hiding it from current view.

The system must provide a user friendly and intuitive process for all timekeepers to review and approve time entries and calculated totals on an “on demand” basis and to correct calculated totals at any time during the pay period.

An important element of a real-time workforce management system is notification and alerts for overtime, skill shortage, over/under staffing requirements, paid time off, late notices for shift start time, etc.

2. The workforce management system shall address scheduling and staffing needs. The core scheduling functionality shall be user friendly and intuitive. It shall provide real-time data, including recorded entry (punch) times and employee hires/transfers/terminations, as well as historical data.

Different systems may have distinct needs between the time and attendance component and the scheduling component. Therefore, scheduling must be capable of same-day multiple assignments, concurrent as well as distinct/singular assignments, multiple job codes, and accurate automated labor distributions. This real-time capability needs to accommodate employees that work across various cost centers or business units, with clear delineation of employees with different funding sources such as grants.

Critical to the workforce management system is the capability for unit-of-service based staffing decision support that enables efficient workload management, appropriate staffing levels and the ability to make evidenced-based staffing assignment decisions based on workload volume, staff skill and competency levels and other predetermined key indicators.

System functionality shall allow employees to request paid time off, swap shifts with other equally trained and competent employees, and to indicate their availability to pick up work opportunities, as well as to receive manager approval via paperless system processes.

The system must also provide for the unique requirements of roster-based scheduling such as the type found in Public Safety applications. The system must automate the complex staffing rules governed by union, HR or other policies for these departments, including rules for offering overtime shifts, and fatigue rules. The system must automate the process of contacting employees for overtime and other shift availabilities according to the priority rules of the department. System functionality must include the ability to swap shifts and apply the rules for non-paid worked shifts where applicable. Employees must be able to be assigned to specific seats on a piece of equipment, to patrols, to posts, and to special event assignments. These assignments must consider the skillset requirements of the position and assign only employees that meet those requirements. The system must provide a flexible bidding solution for permanent shift, special assignment, and PTO shifts according to different methods governed by union and HR policies.

3. The workforce management system shall have standard and customized reporting tools that are user friendly and intuitive. The reporting function needs to report key performance indicators such as overtime, paid time off, scheduled and unscheduled absences, and non-productive times. The reporting component shall provide data analytics to support goals of improving productivity, controlling labor costs, and more efficiently managing employee workforce. This analytics offering must include standard workforce management key performance indicators (KPIs), and a visualization layer that provides manager and employee dashboards that highlight KPIs outside allowable thresholds.

Reports must be available online, in print format, exportable to Excel for analysis, and downloadable for email distribution or pushed to the user via email or other notification from a scheduled process or a triggering event.

4. The workforce management system must include documented APIs that provide an integration framework with HR, Payroll, Asset Management, and other business solutions. The solution must include a standard configurable integration tool that provides for the extraction, transformation, and formatting of data required for the workforce management system and other business systems. This integration tool must include pre-built templates to integrate with common business systems, with the flexibility to modify those templates easily.

5. The solution must be offered as a Cloud SaaS solution. All capabilities of the solution must be available through the Cloud. The vendor must discuss their experience with Cloud solutions, including number of their customers in the Cloud. The vendor must provide evidence of their security certifications and practices in the Cloud environment through the provision of a due diligence statement to the procurement office under NDA. A general statement of your Cloud security practices must be included in this response.

In addition, the vendor shall offer an on-premise, permanent license model for consideration where adoption of Cloud solutions is not possible. The on-premise solution must meet all functional requirements of this bid.

Also, the proposal shall describe the process for a Public Agency who wants to shift their existing system from on-premise to a Cloud hosted offering. The cost for these services shall be clearly defined in your cost proposal.

6. The vendor shall document any additional related products, integrations, services, or partner solutions they provide as options. These options may include human resources software, payroll software, talent management, and hiring solutions. Additionally, the vendor may also provide fully supported integrations to job boards, benefits carriers, HRO, and other third-party solution providers. The availability of ancillary, pre-integrated solutions including travel and expense management, background checks, employment eligibility verification, and full online HR/Payroll knowledgebase are also desired.

5. U.S. COMMUNITIES INFORMATION

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Cobb County, GA is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section Three: U.S. Communities Information.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$75 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, many participating public agencies and Cobb County, GA are committed to utilizing the Master Agreement.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.

- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

Format of Proposals

Respondents shall provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information shall be organized in the same way as the RFP is structured, meaning each question in the RFP shall be shown directly followed by the proposer's response.

6. CONTRACT TERM

- a. The contract shall be for a period of thirty-six months and shall commence on the date of award.
- b. The contract may be renewed, at the discretion of Cobb County Government and upon written agreement by the vendor, for three (3) additional periods of twelve months each. However, the duration of the contract shall not exceed six (6) years including the exercise of any options.
- c. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

7. PRICING

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department at least thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

8. PROPOSAL CONTENTS

To standardize responses and simplify the review and evaluation of responses, all responses must be organized in the manner set forth below, separated in sections, and appropriately titled.

8.1 Cover Letter

The Proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

8.2 Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

8.3 Company Background/Profile

Provide information on company background to include the following:

- a. Legal name, address, phone number, and website address.
- b. Date business was established under current name.
- c. Size of company including the total number of employees.
- d. Type of ownership or legal structure of business
- e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

8.4 Experience

Complete the References Form in Attachment B. For each reference provided, please include:

- a. Scope of services/contract description (including dates).
- b. Dollar value of contract.
- c. Assigned project personnel.
- d. The contracting entity's contact person, phone number, and e-mail address as reference information
- e. Type of contract used (ex. Cooperative contract, State contract, individual contract)

8.5 Product Information/Service Capability

- a. Include detailed catalogs, descriptive literature, and/or a website address that lists all services and associated items that can be provided by the Proposer under this contract.
- b. Provide detailed information on service capabilities of your offering.
- c. Complete the Statement of Work Questionnaire in Attachment A.

8.6 Cost

- a. Complete the Discount by Category in Attachment C. Rates provided shall be not-to-exceed rates or shall be tiered by spend.
- b. Complete the Sample Project Pricing in Attachment C. The pricing for the sample project shall reflect the rates provided in the Discount by Category.
- c. Volume Discounts or Rebates – Include any volume discounts or rebates available to Participating Public Agencies (such as prompt pay discounts, etc.).

8.7 Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

- a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.
- b. Name and address of firm preparing the attached financial statement.
- c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

9. EVALUATION CRITERIA

Proposals will be evaluated on the basis of information presented in the proposal package and on an analysis of other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the qualifications of any Proposer.

Proposals will be evaluated on the basis of the following criteria:

- a. Company Background/Profile
- b. Relevant Experience and Reference Responses
- c. Breadth of Products Offered and Service Approach
- d. Financial Stability
- e. Cost
- f. National Qualifications (including response to the U.S. Communities Information Section and inclusion of Administration Agreement, signed, unaltered)

10. BASIS OF AWARD

Proposals will be evaluated by a team of procurement professionals and the award will be made to the firm(s) whose proposal is determined to be most advantageous to US Communities and Cobb County Government.

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Cobb County reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of Cobb County and Participating Public Agencies as a result of this solicitation.

11. CALENDAR OF EVENTS

Event	Date
Issue RFP	Friday, August 31, 2018
Pre-Proposal Conference (non-mandatory)	Tuesday, September 11, 2018, 1:00 PM EDT
Deadline for receipt of questions via email	Tuesday, September 18, by 5:00pm EDT
Issuance of last addendum (if required)	Friday, September 21, 2018
Proposal Submission Deadline	Thursday, September 27, 2018 by 12:00 PM EDT
Finalist firms interviewed via phone	on or about October 17, 2018
Contract Effective Date	January 15, 2019

SECTION TWO: COBB COUNTY GENERAL INSTRUCTIONS FOR PROPOSERS,
TERMS AND CONDITIONS

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/purchasing), on the Georgia Procurement Registry and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on September 18, 2018** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.cobbcounty.org/purchasing Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified with the appropriate affidavit as required by the Georgia Open Records Act. Marking an entire proposal as proprietary will be neither accepted nor honored.

Each Proposer is required to keep the contents of their proposal confidential once it is submitted until the award to the successful Proposer is made. Releasing any information regarding the proposal to third parties or the media prior to the conclusion of the selection process will be immediate grounds for the County to reject the proposal as non-responsive.

V. Withdraw Proposal Due to Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to

whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Bid, Payment & Performance Bonds – Not Required

IX. Insurance

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations,

claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County *insert department name and address*. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement,

including, but not limited to, naming the Insured Parties as additional insureds.

X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations or obtain such clarifications as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals for any reason and to waive technicalities, informalities and minor irregularities in the proposals received in the County's sole discretion and best interest. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

XI. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XII. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XIII. Contract

Upon submitting a proposal in response to an RFP containing a Cobb County Sample Contract as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that the successful proposer(s) shall enter into a contract that is substantially the same as the Sample Contract unless modified by agreement of the parties. If any exceptions are taken to any part of the Sample Contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the Sample Contract in its entirety. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the County reserves the right to make changes to the Sample Contract. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

Each proposal is received with the understanding that selection as the successful proposer by the County does not constitute a written contract between the successful proposer and the County, but shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal upon execution of a written contract with the County authorized by the County Board of Commissioners and signed by the Chairman. Once a contract is executed by the proper authorities for each party, the County, on its part, may order from such contractor, and except for cause beyond reasonable control, pay for, at the agreed prices, all articles specified and delivered.

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XX. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original, one (1) copy and two (2) electronic copies, on flash drives, of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXIII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing
122 Waddell Street NE
Marietta, GA 30060
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIV. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

XXIX. Local Vendor Presence (LVP) Program – Not Applicable

XXX. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be

scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by any Selection Committee will be based on the criteria listed in Section One, Paragraph 9: Evaluation Criteria.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXXI. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXII. Termination for Convenience

The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision.

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective.

However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXXIII. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXIV. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXV. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXVI. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

**XXXVII. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS**
(Effective 09-20-2013 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to

comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 09-20-2013

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee’s involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public
Commission Expires: _____

Effective 09-20-2013

XXXVIII. Disadvantaged Business Enterprises (DBE):The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
122 Waddell Street
Marietta, GA 30060
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated.

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

**Cobb County Government Disadvantaged Business Enterprise
Participation
Monthly Report**

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
 Printed Name Signature of Authorized Representative

Title or position: _____

Date Completed: _____

SECTION THREE: U.S. COMMUNITIES INFORMATION

1. SUPPLIER QUALIFICATIONS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-

transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

2. U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached below) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

3. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____

- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)

- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001

- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES____ NO____

- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

- G. Will your company commit to the following implementation schedule?
YES____ NO____

- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES____ NO____


Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

 New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	One Week
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	One Week
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	Two Weeks
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	Two Weeks
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	Three Weeks
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	Four Weeks
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	Five Weeks
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Three Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact	Eight Weeks
12. Agency Webinars	Post Launch

4. SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 3.

Company Overview

1. Provide the total number and location of sales persons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	2015 Sales	2016 Sales	2017 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	2015 Sales	2016 Sales	2017 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
2. In what formats do you accept orders (telephone, ecommerce, etc.)?
3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
6. Describe how your company proposes to distribute the Workforce Management products and services nationwide.
7. Identify all other companies that will be involved the Workforce Management Systems provided to the end user.
8. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
9. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
10. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:
 - \$_____.00 in year one
 - \$_____.00 in year two
 - \$_____.00 in year three

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 3 (page 41), New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Account Manager;
 - b. Each person that will have primary responsibility for U.S. Communities account management; and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the products, services and systems to be provided by major product category set forth in Section One of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
2. Provide a description of any related products, services or systems offered by your company. Include any associated costs in the Cost Proposal.
3. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
4. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
5. Are your products able to integrate with other services, such as job board integration, Work Opportunity Tax Credit services, HR and Payroll Knowledge Base, benefits carrier integration, and telephony data collection systems? If so, please provide details on the services and integration capabilities.
6. Describe your company's customer support capabilities. Include information on whether any functions of customer support are in-house or outsourced.
7. Describe your company's ability to assist with recommendations on the development of a disaster recovery plan for Participating Public Agencies. Include any previous experience, contingency plans, alternatives and issues related to continuing system operations in the event of an extended total system outage.

Additional Information

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

5. ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including individual regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "**Program Manager**" and collectively, the "**Program Managers**"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 **Supplier's Representations and Covenants.** Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "**Supplier's Commitments**") and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides

to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's

best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided

to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month

for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be

regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:	U.S. Communities 9711 Washingtonian Blvd. Suite 100 Gaithersburg, MD 20878-7381 Attn: Program Manager Administration
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Supplier:	_____ _____ _____ Attn: U.S. Communities Program Manager
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6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max		Los Angeles County
Dept Name	Optional	Text	255 max		Purchasing Dept
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

6. MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

7. STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

All 50 states in the United States of America:

Alabama	Louisiana	Ohio
Alaska	Maine	Oklahoma
Arizona	Maryland	Oregon
Arkansas	Massachusetts	Pennsylvania
California	Michigan	Rhode Island
Colorado	Minnesota	South Carolina
Connecticut	Mississippi	South Dakota
Delaware	Missouri	Tennessee
Florida	Montana	Texas
Georgia	Nebraska	Utah
Hawaii	Nevada	Vermont
Idaho	New Hampshire	Virginia
Illinois	New Jersey	Washington
Indiana	New Mexico	West Virginia
Iowa	New York	Wisconsin
Kansas	North Carolina	Wyoming
Kentucky	North Dakota	

Public Agency Name	State	BISHOP MUSEUM	HI
84th Engineer Battalion	HI	BOARD OF WATER SUPPLY	HI
ADMIN. SERVICES OFFICE	HI	BRIGHAM YOUNG	
ALOHOLIC		UNIVERSITY - HAWAII	HI
REHABILITATION SVS OF		BUILDING INDUSTRY	
HI INC DBA HINA MAUKA	HI	ASSOCIATION OF HAWAII	HI
Aloha United Way	HI	Chamber of Commerce Hawaii	HI
ALOHACARE	HI	CHAMINADE UNIVERSITY	
AMERICAN LUNG		OF HONOLULU	HI
ASSOCIATION	HI	Child and Family Service	HI
Angels at Play Preschool &		CITY AND COUNTY OF	
Kindergarten	HI	HONOLULU	HI
AOAO Royal Capitol Plaza	HI	COLLEGE OF THE	
ARGOSY UNIVERSITY	HI	MARSHALL ISLANDS	HI
ASSOCIATION OF OWNERS		Commander, Navy Region	
OF KUKUI PLAZA	HI	Hawaii	HI
Big Brothers Big Sisters	HI	Community Empowerment	
		Resources	HI

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	HAWAII PACIFIC UNIVERSITY	HI
COUNTY OF HAWAII	HI	Hawaii Peace and Justice Hawaii Psychological Association	HI
COUNTY OF MAUI	HI	HAWAII STATE FCU	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	HAWAII TECHNOLOGY ACADEMY	HI
DCCA	HI	Holy Nativity School	HI
Defense Information System Agency	HI	Homewise Inc.	HI
DEPARTMENT OF EDUCATION	HI	Honolulu Community College	HI
Department of Veterans Affairs	HI	Honolulu Fire Department	HI
DOT Airports Division Hilo	HI	HONOLULU HABITAT FOR HUMANITY	HI
International Airport	HI	International Archaeological Research Institute, Inc.	HI
E Malama In Keiki O Lanai	HI	Iolani School	HI
EAH, INC.	HI	ISLAND SCHOOL	HI
EASTER SEALS HAWAII	HI	Islands Hospice Inc	HI
Ewa Makai Middle School	HI	IUPAT, DISTRICT COUNCIL 50	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Judiciary - State of Hawaii	HI
First United Methodist Church	HI	Kailua High School	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Kailua Racquet Club, Ltd.	HI
HABITAT FOR HUMANITY MAUI	HI	Kama'aina Care Inc	HI
Haggai Institue	HI	KAMEHAMEHA SCHOOLS	HI
HALE MAHAOLU	HI	Kauai Community College	HI
HANAHAU`OLI SCHOOL	HI	Kauai County Council	HI
HAROLD K.L. CASTLE FOUNDATION	HI	Kauai Youth Basketball Association	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	KE KULA O S. M. KAMAKAU	HI
Hawaii Area Committee	HI	Keawala'i Congregational Church	HI
Hawaii Baptist Academy	HI	KIHEI CHARTER SCHOOL	HI
Hawaii Bicycling League	HI	Kipuka o Ke Ola	HI
Hawaii Carpenters Market	HI	KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
Recovery Program Fund	HI	Kroc Center Hawaii	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	Kumpang Lanai	HI
hawaii commerce and consumer affairs	HI	Kumulani Chapel	HI
HAWAII EMPLOYERS COUNCIL	HI	Kupu	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI	Lanai Community Health Center	HI
Hawaii Health Connector	HI	Lanai Community Hospital	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	Lanai Federal Credit Union	HI
Hawaii Information Consortium	HI	Lanai Youth Center	HI
Hawaii Island Humane Society	HI	LANAKILA REHABILITATION CENTER INC.	HI
Hawaii Medical College	HI		

LearningRx Honolulu West	HI	READ TO ME	
Leeward Community Church	HI	INTERNATIONAL	
LEEWARD HABITAT FOR		FOUNDATION	HI
HUMANITY	HI	RESEARCH CORPORATION	
Malama Honua Public Charter		OF THE UNIVERSITY OF	
School	HI	HAWAII	HI
Manoa Heritage Center	HI	Ricoh	HI
Marine Corps Community		ROMAN CATHOLIC	
Service	HI	CHURCH IN THE STATE OF	
MARINE SURF WAIKIKI,		HAWAII	HI
INC.	HI	Saint Louis School	HI
MARYKNOLL SCHOOL	HI	School Lunch Program	HI
Maui Aids Foundation Inc	HI	Silver Dolphin Bistro	HI
MAUI COUNTY COUNCIL	HI	SOH- JUDICIARY	
MAUI COUNTY FCU	HI	CONTRACTS AND PURCH	HI
MAUI ECONOMIC		ST JOHN THE BAPTIST	HI
DEVELOPMENT BOARD	HI	St. Francis Healthcare System	HI
MAUI ECONOMIC		St. Theresa School	HI
OPPORTUNITY, INC.	HI	STATE DEPARTMENT OF	
MAUI FAMILY YMCA	HI	DEFENSE	HI
Maui High Band Booster Club	HI	STATE OF HAWAII	HI
Maui Police Department	HI	State of Hawaii - Office of	
Montessori Community School	HI	Enterprise Technology Services	HI
Mutual Housing Association of		State of Hawaii Department of	
Hawaii	HI	Human Services	HI
NA HALE O MAUI	HI	State of Hawaii Department of	
NA LEI ALOHA		Transportation	HI
FOUNDATION	HI	State of Hawaii-Department of	
Naalehu Assembly of God	HI	Health-Disability &	
Native Hawaiian Hospitality	HI	Communication Access	HI
Association	HI	STATE OF HAWAII, DEPT.	
NETWORK ENTERPRISES,		OF EDUCATION	HI
INC.	HI	Tetrahedron Sourcing	HI
Office of the Governor	HI	Third Judicial Circuit - State of	
Olanur	HI	Hawaii	HI
One Kalakaua	HI	Tri-Isle RC&D	HI
ORI ANUENUE HALE, INC.	HI	Tri-Isle Resource Conservation	
Our Savior Lutheran School	HI	and Development District	HI
outrigger canoe club	HI	Tutu and Me Traveling	
PACIFIC BUDDHIST		Preschool	HI
ACADEMY	HI	United Chinese Society	HI
PARTNERS IN		UNIVERSITY OF HAWAII	
DEVELOPMENT	HI	AT MANOA	HI
FOUNDATION		UNIVERSITY OF HAWAII	
Pohaha I Ka Lani	HI	FEDERAL CREDIT UNION	HI
POLYNESIAN CULTURAL		University of the Nations	HI
CENTER	HI	US Navy	HI
Pukalani Baptist Church	HI	Variety School of Hawaii	HI
PUNAHOU SCHOOL	HI	W. M. KECK	
Puu Heleakala Community	HI	OBSERVATORY	HI
Association	HI	WAIANAE COMMUNITY	
Queen Emma Gardens AOAO	HI	OUTREACH	HI
		Waimanalo Elementary and	
		Intermediate School	HI
		West Maui Community Federal	
		Credit Union	HI

Pearl Harbor	HI	A Jesus Church Family	OR
Pepeekeo	HI	A. C. Gilbert's Discovery Village	OR
Princeville	HI	A&I Benefit Plan	
Pukalani	HI	Administrators, Inc.	OR
Puunene	HI	ABIQUA SCHL	OR
Schofield Barracks	HI	Abuse Recovery Ministry & Services	OR
Tripler Army Medical Center	HI	Access Inc	OR
Volvano	HI	ACUMENTRA HEALTH	OR
Wahiawa	HI	Adapt	OR
Waialua	HI	ADDICTIONS RECOVERY CENTER, INC	OR
Waianae	HI	Adelante Mujeres	OR
Waikoloa	HI	advocate care	OR
Wailuku	HI	African American Health Coaliton, Inc.	OR
Waimanalo	HI	Coaliton, Inc.	OR
Waimea	HI	Agia Sophia Academy	OR
Waipahu	HI	Aging and People with Disabilities	OR
Wake Island	HI		
Wheeler Army Airfield	HI	Albany Partnership for Housing and Community Development	OR
Brigham Young University - Hawaii	HI	Albany Police Department	OR
Chaminade University of Honolulu	HI	Albertina Kerr Centers	OR
Hawaii Business College	HI	Aldersgate Camps and Retreats	OR
Hawaii Pacific University	HI	All God's Children International	OR
Hawaii Technology Institute	HI	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
Heald College - Honolulu	HI	ALLIANCE CHARTER ACADEMY	OR
Remington College - Honolulu Campus	HI	Alpha Lambda House Corporation	OR
University of Phoenix - Hawaii Campus	HI	Alvord Taylor	OR
Hawaii Community College	HI	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
Honolulu Community College	HI	ALZHEIMERS NETWORK OF OREGON	OR
Kapiolani Community College	HI	Amani Center	OR
Kauai Community College	HI	American Legion Aloha Post 104	OR
Leeward Community College	HI	American Tinnitus Association	OR
Maui Community College	HI	Amity Fire District	OR
University of Hawaii at Hilo	HI	Amity School District 4-J	OR
University of Hawaii at Manoa	HI		
Windward Community College	HI		
123d Fighter Squadron	OR	Ananda Center at Laurelwood	OR
211INFO	OR	ANGELL JOB CORPS	OR
300 Main Inc	OR	Apostolic Church of Jesus Christ	OR
1000 FRIENDS OF OREGON A FAMILY FOR EVERY CHILD	OR	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
A Hope For Autism Foundation	OR	ARLINGTON SCHOOL	OR

DISTRICT NO. 3

Ascension Episcopal Parish
 Ashbrook Independent School
 Ashland Art Center
 ASHLAND COMMUNITY HOSPITAL
 ASHLAND PUBLIC SCHLS
 Association of Oregon
 Community Mental Health Programs
 Association of Oregon
 Corrections Employees, Inc.
 ASSOCIATION OF OREGON COUNTIES
 ASTORIA SCHOOL DISTRICT 1C
 ATHENA LIBRARY FRIENDS ASSOCIATION
 Athena Weston School District 29RJ
 Aurora Rural Fire District
 Auxiliary services
 AVON
 Bags of Love
 Baker County
 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 Baker Elks
 BAKER SCHOOL DISTRICT 5-J
 BANDON SCHOOL DISTRICT
 Banks Fire District #13
 BANKS SCHOOL DISTRICT
 BARLOW YOUTH FOOTBALL
 Barter Union International
 BAY AREA FIRST STEP, INC.
 BAY AREA HOSPITAL DISTRICT
 Bay Area Labor Center
 Beaverton Christians Church
 Beaverton Rock Creek
 Foursquare Church
 BEAVERTON SCHOOL DISTRICT
 Bend Elks Lodge 1371
 Bend International School
 Bend Metro Park & Recreation District
 Bend Park and Recreation District
 BEND-LA PINE SCHOOL

DISTRICT

OR Bend-La Pine Schools OR
 OR BENTON COUNTY OR
 OR BENTON HOSPICE SERVICE OR
 OR Benton Soil & Water Conservation District OR
 OR Best Care Treatment Center OR
 OR Beta Omega Alumnae OR
 OR BETHEL CHURCH OF GOD OR
 OR Bethel School District #52 OR
 OR Bethesda Lutheran Church OR
 OR Bethlehem Christian Pre-School OR
 OR BIENESTAR, INC. OR
 OR BILL HUNT OR
 OR Billy Webb Elks lodge #1050 OR
 OR BioGift Anatomical BIRCH COMMUNITY SERVICES, INC. OR
 OR BIRTHINGWAY COLLEGE OF MIDWIFERY OR
 OR BLACHLY LANE ELECTRIC COOPERATIVE OR
 OR Blachly-Lane Electric Co-op OR
 OR Blanchet House of Hospitality BLIND ENTERPRISES OF OREGON OR
 OR BLUE MOUNTAIN COMMUNITY COLLEGE OR
 OR BNAI BRITH CAMP OR
 OR BOARD OF MEDICAL EXAMINERS OR
 OR Boardman Rural Fire Protection District OR
 OR Bob Belloni Ranch, Inc. BONNEVILLE ENVIRONMENTAL FOUNDATION OR
 OR Bonneville Power Administration OR
 OR Boys & Girls Club of Corvallis OR
 OR Boys & Girls Club of Salem, Marion & Polk Counties OR
 OR Boys & Girls Clubs of Emerald Valley OR
 OR Boys and Girls Club of the rogue valley OR
 OR BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA OR
 OR Breast Friends OR
 OR Bridgeport Community Chapel OR
 OR Bridges to Change OR

BROAD BASE PROGRAMS INC.	OR	Cedar Hills Baptist Church	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	CEDAR MILL COMMUNITY LIBRARY	OR
Brookings Elks Lodge	OR	Cedar Sinai Park-Robison Jewish Healthcare	OR
Brookings Fire / Rescue	OR	CENTENNIAL SCHOOL DISTRICT	OR
Brookings Harbor Christian School	OR	CENTER FOR COMMUNITY CHANGE	OR
Brookings- HArbor School District 17c	OR	Center For Continuous Improvement	OR
Brooklyn Primary PTO	OR	Center for Family Development	OR
Building Healthy Family	OR	Center for Human Development	OR
Bureau Of Land Management	OR	CENTER FOR RESEARCH TO PRACTICE	OR
Burns Paiute Tribe	OR	CENTRAL BIBLE CHURCH	OR
Butte Creek Scout Ranch	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
Butte Falls School District	OR	CENTRAL CITY CONCERN	OR
Calvary Assembly of God	OR	CENTRAL CURRY SCHL DIST#1	OR
Camelto Theatre Company	OR	CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
Camp Fire Columbia	OR	Central Lincoln People""s Utility District	OR
CANBY FOURSQUARE CHURCH	OR	CENTRAL OREGON COMMUNITY COLLEGE	OR
CANBY SCHOOL DISTRICT	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
Canby School District No 86	OR	CENTRAL OREGON IRRIGATION DISTRICT	OR
Canby Utility	OR	Central Oregon Visitors Association	OR
CANCER CARE RESOURCES	OR	CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
Cannon Beach Fire	OR	Central Presbyterian Church	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	CENTRAL SCHOOL DISTRICT 13J	OR
Cappella Romana	OR	Central School District 13J (Polk County, Oregon)	OR
CARE OREGON	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
CASA of Marion County	OR	CHEMEKETA COMMUNITY COLLEGE	OR
cascade AIDS	OR	Child Evangelism Fellowship	OR
Cascade Health Solutions	OR	CHILDPEACE MONTESSORI	OR
Cascade Height Public Charter School PTA	OR	Children""s Relief Nursery	OR
Cascade Housing Association	OR	Childswork Learning Center	OR
CASCADE SCHOOL DISTRICT	OR	Christian Church of Woodburn	OR
CASCADES ACADEMY OF	OR	Christians As Family Advovates	OR
CENTRAL OREGON	OR	Church of Christ	OR
CASCADES WEST	OR	CITY BIBLE CHURCH	OR
FINANCIAL SERVICES IN	OR	CITY COUNTY INSURANCE SERVICES	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR		
CASCADIA REGION GREEN BUILDING COUNCIL	OR		
CATHOLIC CHARITIES	OR		
CATHOLIC COMMUNITY SERVICES	OR		
CCI Enterprises Inc	OR		

City Government	OR	City of Eugene	OR
CITY OF ADAIR VILLAGE	OR	CITY OF EUGENE	OR
CITY OF ALBANY	OR	CITY OF FAIRVIEW	OR
CITY OF ASHLAND	OR	CITY OF FALLS CITY	OR
City of Astoria Fire Department	OR	City of Florence	OR
CITY OF ASTORIA OREGON	OR	City of Forest Grove	OR
City of Astoria Parks Dept.	OR	CITY OF GATES	OR
CITY OF AUMSVILLE	OR	CITY OF GEARHART	OR
CITY OF AURORA	OR	CITY OF GERVAIS	OR
City of Baker City	OR	CITY OF GOLD HILL	OR
City of Banks	OR	CITY OF GRANTS PASS	OR
CITY OF BEAVERTON	OR	CITY OF GRESHAM	OR
City Of Bend	OR	CITY OF HALSEY	OR
CITY OF BOARDMAN	OR	CITY OF HAPPY VALLEY	OR
CITY OF BURNS	OR	City of Harrisburg	OR
CITY OF CANBY	OR	CITY OF HEPPNER	OR
CITY OF CANNON BEACH	OR	CITY OF HERMISTON	OR
OR	OR	CITY OF HILLSBORO	OR
CITY OF CANYONVILLE	OR	CITY OF HOOD RIVER	OR
City of Carlton	OR	City of Independence	OR
City of Cascade Locks	OR	CITY OF JOHN DAY	OR
City of Central Point Parks and Recreation	OR	City of Joseph	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR	City of junction city	OR
CITY OF CLATSKANIE	OR	CITY OF KLAMATH FALLS	OR
CITY OF COBURG	OR	CITY OF LA GRANDE	OR
City of Columbia City	OR	CITY OF LAKE OSWEGO	OR
CITY OF CONDON	OR	CITY OF LAKESIDE	OR
CITY OF COOS BAY	OR	CITY OF LEBANON	OR
City of Cornelius, OR	OR	CITY OF LINCOLN CITY	OR
CITY OF CORVALLIS	OR	CITY OF MADRAS	OR
City of Corvallis Parks and Recreation	OR	CITY OF MALIN	OR
CITY OF COTTAGE GROVE	OR	CITY OF MCMINNVILLE	OR
CITY OF CRESWELL	OR	CITY OF MEDFORD	OR
CITY OF DALLAS	OR	CITY OF MILL CITY	OR
CITY OF DAMASCUS	OR	CITY OF MILLERSBURG	OR
City of Dayton	OR	City of Milton-Freewater	OR
City of Donald	OR	CITY OF MILWAUKIE	OR
CITY OF DUNDEE	OR	City Of Molalla	OR
City of Durham	OR	City of Monmouth	OR
CITY OF EAGLE POINT	OR	City of Monmouth / Public Works	OR
CITY OF ECHO	OR	CITY OF MORO	OR
CITY OF ESTACADA	OR	CITY OF MOSIER	OR

City of Mt. Angel	OR	City of Troutdale	OR
City of Nehalem	OR	CITY OF TUALATIN, OREGON	OR
CITY OF NEWBERG	OR	City of Union	OR
CITY OF NORTH PLAINS	OR	City of Veneta	OR
City of North Powder	OR	CITY OF WARRENTON	OR
City of Ontario	OR	CITY OF WEST LINN/PARKS	OR
CITY OF OREGON CITY	OR	City of Westfir	OR
City of Pendleton Convention Center	OR	CITY OF WILSONVILLE	OR
City of Pendleton Parks & Recreation	OR	CITY OF WINSTON	OR
City of Philomath	OR	CITY OF WOOD VILLAGE	OR
CITY OF PHOENIX	OR	CITY OF WOODBURN	OR
CITY OF PILOT ROCK	OR	CITY OF YACHATS	OR
CITY OF PORT ORFORD	OR	City of Yoncalla	OR
CITY OF PORTLAND	OR	CLACKAMAS COMMUNITY COLLEGE	OR
City of Portland Parks Bureau	OR	clackamas county	OR
CITY OF POWERS	OR	Clackamas County Disaster Management	OR
CITY OF PRAIRIE CITY	OR	Clackamas County Juvenile Dept	OR
CITY OF REDMOND	OR	Clackamas County Service District # 1/Tri-City Service District	OR
City of Richland	OR	Clackamas County Water Environment Services	OR
CITY OF RIDDLE	OR	CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CITY OF SALEM	OR	CLACKAMAS FIRE DIST#1	OR
City of Salem Fire Department	OR	Clackamas River Trout Unlimited	OR
CITY OF SANDY	OR	CLACKAMAS RIVER WATER	OR
CITY OF SCAPPOOSE	OR	Clackamas River Water Providers	OR
CITY OF SCIO	OR	CLACKAMS COUNTY COMMUNITY	OR
CITY OF SEASIDE	OR	CORRECTIONS	OR
City of Seaside Police Department	OR	CLASSROOM LAW PROJECT	OR
CITY OF SHADY COVE	OR	Clatskanie People's Utility District	OR
City of Sheridan	OR	Clatskanie RFPD	OR
CITY OF SHERWOOD	OR	CLATSKANIE SCHL DIST #6J	OR
CITY OF SILVERTON	OR	Clatsop Behavioral Healthcare	OR
City of Sodaville	OR	Clatsop Care Health District- Clatsop Retirement Village	OR
CITY OF SPRINGFIELD	OR	Clatsop Community College	OR
City of St. Helens	OR	CLATSOP COUNTY	OR
CITY OF ST. PAUL	OR	Clatsop County Sheriff's Office	OR
CITY OF STAYTON	OR	Clean Slate Canine Rescue &	OR
City of Sublimity	OR		
CITY OF SWEETHOME	OR		
City of Talent	OR		
CITY OF THE DALLES	OR		
CITY OF TIGARD, OREGON	OR		

Rehabilitation		Confederated Tribes of Warm Springs	OR
CLEAN WATER SERVICES	OR	Confederation of Oregon School Administrators	OR
Clear Creek Middle School	OR	CONFLUENCE	OR
Coalition for a Livable Future	OR	ENVIRONMENTAL CENTE	OR
COAST REHABILITATION SERVICES	OR	CONSERVATION BIOLOGY INSTITUTE	OR
Coastal Family Health Center	OR	Constructing Hope Pre-Apprenticeship Program	OR
COLLEGE HOUSING NORTHWEST	OR	Consumers Power Inc.	OR
College Possible	OR	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
College United Methodist Church	OR	Coos Art Museum	OR
COLTON SCHL DIST 53	OR	COOS BAY SCHOOL DISTRICT	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	COOS BAY SCHOOL DISTRICT NO.9	OR
Columbia Academy	OR	coos county	OR
COLUMBIA CHRISTIAN SCHOOL	OR	Coquille Economic Development Corporation	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR	Coquille Indian Housing Authority	OR
COLUMBIA COUNTY, OREGON	OR	COQUILLE SCHOOL DISTRICT 8	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR	Corban College	OR
columbia gorge discovery center and museum	OR	CORBETT SCHL DIST #39	OR
Columbia Gorge ESD	OR	Corvallis Caring Place	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
Columbia River Fire & Rescue	OR	Corvallis School District 509J	OR
Columbia River Inter-tribal Fish Commission	OR	Corvallis Waldorf School	OR
COLUMBIA RIVER PUD COMMUNITY ACTION ORGANIZATION	OR	COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
COMMUNITY ACTION TEAM, INC.	OR	Cove City Hall	OR
COMMUNITY CANCER CENTER	OR	COVENANT CHRISTIAN HOOD RIVER	OR
Community Connection of Northeast Oregon, Inc.	OR	crescent grove cemetery	OR
Community Energy Project	OR	CRESWELL SCHOOL DISTRICT	OR
COMMUNITY HEALTH CENTER, INC	OR	CROOK COUNTY ROAD DEPARTMENT	OR
Community in Action	OR	CROOK COUNTY SCHOOL DISTRICT	OR
Community Shelter and Assistance Corporation	OR	Crooked River Ranch Rural Fire Protection District	OR
COMMUNITY VETERINARY CENTER	OR	CROSSROADS CHRISTIAN SCHOOL	OR
CONCORDIA UNIV	OR	CS LEWIS ACADEMY	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR	CULVER SCHOOL DISTRICT NO.	OR
		Curry County Habitat for Humanity	OR
		CURRY COUNTY OREGON	OR
		Curry Health Network	OR
		Curry Public Transit Inc	OR

Dallas Church	OR	Eagle Point School District #9	OR
DALLAS SCHOOL			
DISTRICT NO. 2	OR	Eagle point school district #9	OR
DAVID DOUGLAS SCHOOL			
DISTRICT	OR	EagleRidge High School	OR
Dayspring Fellowship	OR	Early College High School	OR
Daystar Education, Inc.	OR	EAST HILL CHURCH	OR
Dayton Christian Church	OR	EAST MULTNOMAH SOIL	
DAYTON SCHOOL		AND WATER	
DISTRICT NO.8	OR	CONSERVANCY	OR
DE LA SALLE N CATHOLIC		East River Fellowship	OR
HS	OR	EAST SIDE FOURSQUARE	
DECISION SCIENCE		CHURCH	OR
RESEARCH INSTITUTE,		EAST WEST MINISTRIES	
INC.	OR	INTERNATIONAL	OR
Deer Creek Elementary School	OR	Eastern Oregon Alcoholism	
Deer Meadow Assisted Living	OR	Foundation	OR
DELIGHT VALLEY	OR	EAsern Oregon Trade and	
CHURCH OF CHRIST	OR	Event Center	OR
Delphian School	OR	EASTERN OREGON	
Department of Administrative		UNIVERSITY	OR
Services	OR	Echo School District	OR
DePaul Treatment Centers, Inc.	OR	Echo Theater Company	OR
DESCHUTES COUNTY	OR	Ecola Bible School	OR
DESCHUTES COUNTY		Ecotrust	OR
RFPD NO.2	OR	EDUCATION NORTHWEST	OR
DESCHUTES COUNTY SD	OR	Education Travel & Culture,	
NO.6 - SISTERS SD	OR	Inc.	OR
DESCHUTES PUBLIC		EDUCATIONAL POLICY	
LIBRARY	OR	IMPROVEMENT CENTER	OR
DESCHUTES PUBLIC		Edwards Center Inc	OR
LIBRARY SYSTEM	OR	eickhoff dev co inc	OR
DFHFJDG	OR	ELAW	OR
Dial-A-Bus	OR	Elderhealth and Living	OR
Direction Service, Inc.	OR	Elgin school dist.	OR
Disjecta Contemporary Art		ELKTON SCHOOL	
Center	OR	DISTRICT NO.34	OR
DOGS FOR THE DEAF, INC.	OR	ELMIRA CHURCH OF	
DOUGLAS COUNTY	OR	CHRIST	OR
DOUGLAS COUNTY		Emerald Media Group	OR
SCHOOL DISTRICT 116	OR	EMERALD PUD	OR
DOUGLAS EDUCATION		Emmanuel Bible Church	OR
SERVICE DISTRICT	OR	EMMAUS CHRISTIAN	
DOUGLAS ELECTRIC		SCHOOL	OR
COOPERATIVE, INC.	OR	EN AVANT, INC.	OR
DOUGLAS FOREST		Energy Trust of Oregon	
PROTECTIVE	OR	ENTERPRISE FOR	OR
Dove Medical	OR	EMPLOYMENT AND	
Dress for Success Oregon	OR	EDUCATION	OR
DrupalCon Inc., DBA Drupal		environmental law alliance	
Association	OR	worldwide	OR
Dufur Christian Church	OR	EPUD-Emerald People""s	
DUFUR SCHOOL DISTRICT		Utility District	OR
NO.29	OR	Estacada Rural Fire District	OR

ESTACADA SCHOOL DISTRICT NO.108	OR	First United Methodist Church	OR
EUGENE BALLET COMPANY	OR	First United Presbyterian Church	OR
Eugene Builders Exchange	OR	FLORENCE AREA CHAMBER OF COMMERCE	OR
EUGENE CHRISTIAN FELLOWSHIP	OR	Florence Police Department	OR
Eugene Country Club	OR	Florence United Methodist Church	OR
Eugene Swim and Tennis Club	OR	Food for Lane County	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	FORD FAMILY FOUNDATION	OR
EUGENE WATER & ELECTRIC BOARD	OR	FOREST GROVE SCHOOL DISTRICT	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR	Forest Park Conservancy	OR
Evergreen Wings and Waves	OR	FOSSIL SCHOOL DISTRICT 21J	OR
FACILITIES	OR	FOUNDATIONS FOR A BETTER OREGON	OR
FAIRFIELD BAPTIST CHURCH	OR	Fr. Bernard Youth Center	OR
FAITH CENTER	OR	French American International School	OR
Faith Christian Fellowship	OR	French American School	OR
FAITHFUL SAVIOR MINISTRIES	OR	Friendly House, Inc.	OR
Falls City School District #57	OR	Friends for Animals	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR	Friends of Driftwood Library	OR
Family Building Blocks	OR	FRIENDS OF THE CHILDREN	OR
FAMILY CARE INC	OR	Friends of the Opera House	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR	Full Access	OR
FARMWORKER HOUSING DEV CORP	OR	fund for christain charity	OR
Farmworkers Housing Development Corporation	OR	Fund For Christian Charity	OR
Feral Cat Awareness Team	OR	Fur Footed Rescue, Inc.	OR
Fern Ridge Library District	OR	G.O.B.H.I	OR
Fern Ridge School District 28J	OR	Garten Services Inc	OR
First Baptist Church	OR	GASTON RURAL FIRE DEPARTMENT	OR
First Baptist Church of Enterprise	OR	GASTON SCHOOL DISTRICT 511J	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	Gates Community Church of Christ	OR
FIRST CHRISTIAN CHURCH	OR	Gateway Prebyterian Church	OR
FIRST CHURCH OF THE NAZARENE	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
First Congregational Chrch	OR	Gearhart Fire Department	OR
First Evangelical Presbyterian Church of Oregon City	OR	GeerCrest Farm & Historical Society	OR
First Lutheran Church of Astoria	OR	GEN CONF OF SDA	OR
First Presbyterian Church of La Grande	OR	CHURCH WESTERN OR	OR
FIRST UNITARIAN CHURCH	OR	GEORGE FOX UNIVERSITY	OR
		GERVAIS SCHOOL DIST. #1	OR
		GILLIAM COUNTY	OR
		GILLIAM COUNTY OREGON	OR

Girl Scouts of Oregon and SW Washington, Inc.	OR	Great Portland Bible	OR
GLADSTONE POLICE DEPARTMENT	OR	GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
Gladstone Public Library	OR	GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
GLADSTONE SCHOOL DISTRICT	OR	Greater Portland INC	OR
Gladstone Senior Center	OR	Green Electronics Council	OR
GLENDALE RURAL FIRE DISTRICT	OR	Greenleaf Industries	OR
GLENDALE SCHOOL DISTRICT	OR	Gresham Police Department	OR
GLIDE SCHOOL DISTRICT NO.12	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
GOAL ONE COALITION	OR	GWPMs	OR
God""s Storehouse Pantry	OR	HALFWAY HOUSE SERVICES, INC.	OR
GOLD BEACH POLICE DEPARTMENT	OR	Halsey-Shedd Fire District	OR
Golf Charities Foundation, Inc.	OR	Happy Canyon Company	OR
Gollux	OR	Harney County Community Corrections	OR
Good Samaritan Ministries	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
Good Samaritan Ministry	OR	HARNEY COUNTY SHERIFFS OFFICE	OR
GOOD SHEPHERD COMMUNITIES	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
Good Shepherd Medical Center	OR	HARRISBURG SCHL DIST	OR
Goodwill Industries of Lane and South Coast	OR	Harvest Church	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	HEAD START OF LANE COUNTY	OR
GRACE BAPTIST CHURCH	OR	Health Share of Oregon	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR	HEARING AND SPEECH INSTITUTE INC	OR
Grace Christian Fellowship	OR	Heartfelt Obstetrics & Gynecology	OR
Grace Community Church	OR	Helix School Dist #1 R	OR
Grace Lutheran Church of Molalla	OR	Helix School District	OR
Grace Lutheran School	OR	HELP NOW! ADVOCACY CENTER	OR
Grand View Baptist Church	OR	Hemp Shield	OR
Grande Ronde Model Watershed Foundation	OR	HERITAGE CHRISTIAN SCHOOL	OR
Grant Community School	OR	Hermiston Christian Center & School	OR
Grant County Economic Development	OR	Hermiston Fire & Emergency Svcs	OR
GRANT COUNTY, OREGON	OR	hermiston school district	OR
GRANT PARK CHURCH	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Grantmakers for Education	OR	HIGH DESERT EDUCATION SERVICE DISTRICT	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	hillsboro school district	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	Hinson Baptist Church	OR
Grants Pass Seventh-day Adventist Church	OR	Historical Outreach Foundation	OR
		HIV ALLIANCE, INC	OR

HOLT INTL CHILD	OR	Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
Holy Family Academy	OR	INTER MOUNTAIN ESD	OR
Home Builders	OR	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
homeforward	OR	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
HOOD RIVER COUNTY	OR	InventSuccess	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	IONE HIGH SCHOOL	OR
HOODLAND FIRE DISTRICT NO.74	OR	IRCO	OR
Hope chinese charter	OR	JACKSON CO SCHOOL DIST NO.9	OR
Hope Church of The Assemblies of God Albany Oregon	OR	jackson county Jackson County School District No. 5	OR
HOPE LUTHERAN CHURCH	OR	Jackson-Josephine 4-C Council	OR
HOPE POINT CHURCH	OR	Jason Lee Manor/UMRC	OR
HOSANNA CHRISTIAN SCHL	OR	JASPER MOUNTAIN	OR
Hospice Center Bend La Pine	OR	JEFFERSON COUNTY JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
House of Prayer for All Nations	OR	Jefferson Park and Recreation JEFFERSON SCHOOL DISTRICT	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR	JENCO INTERNATIONAL, INC.	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR	JESUIT HIGH SCHL EXEC OFC	OR
Housing Authority of Douglas County	OR	Jesus Pursuit Church	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR	Joseph School District	OR
HOUSING AUTHORITY OF PORTLAND	OR	josephine county	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR	Josephine County Public Works	OR
Housing Authority of Yamhill County	OR	Joy Church Eugene	OR
Housing Development Center	OR	Joyful Servant Lutheran Church	OR
HOUSING NORTHWEST	OR	Junction City High School Junction City/Harrisburg/Monroe	OR
Human Solutions, Inc.	OR	Habitat for Humanity	OR
IBEW280	OR	JUNIOR ACHIEVEMENT	OR
Ike Box Cafe	OR	Kairos	OR
Illinois Valley Fire District	OR	Kartini Clinic	OR
Imbler School District #11	OR	Kbps Public Radio	OR
Immanuel Lutheran School	OR	Keizer Fire District KEIZER POLICE DEPARTMENT	OR
Incite Incorporated	OR	Kid Time	OR
Independent Development Enterprise Alliance	OR	KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Independent Environments Inc	OR		
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR		
Insight School of Oregon	OR		
Painted Hills	OR		
Institute of Technology	OR		

Kids Unllimited Academy	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
Kilchis House	OR	Lane County Sheriff's Office	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
klamath county	OR	LANE ELECTRIC COOPERATIVE	OR
KLAMATH COUNTY 9-1-1	OR	LANE MEMORIAL BLOOD BANK	OR
Klamath County Association of Realtors	OR	LANE TRANSIT DISTRICT	OR
Klamath County Fire District No. 1	OR	LANECO FEDERAL CREDIT UNION	OR
Klamath County School District	OR	LAUREL HILL CENTER	OR
KLAMATH FALLS CITY SCHOOLS	OR	LEAGUE OF OREGON CITIES	OR
KLAMATH HOUSING AUTHORITY	OR	League of Women Voters	OR
Klamath Siskiyou Wildlands Center	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
Knova Learning	OR	Legacy Mt. Hood Medical Center	OR
Korean Central Covenant Church of Eugene	OR	Legal Aid Services of Oregon	OR
L'Etoile French Immersion School	OR	LITC	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR	LEWIS AND CLARK COLLEGE	OR
La Grande Church of the Nazarene	OR	Lewis and Clark Rural Fire Protection District	OR
La Grande Family Practice	OR	Life Flight Network LLC	OR
La Grande Foursquare Church	OR	LifeSource	OR
La Grande Police Department	OR	LIFEWORKS NW	OR
LA GRANDE SCHOOL DISTRICT	OR	Lincoln City Chamber of Commerce	OR
LA GRANDE SCHOOL DISTRICT 001	OR	LINCOLN COUNTY	OR
LA GRANDE UNITED METHODIST CHURCH	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
La Pine Chamber of Commerce	OR	LINFIELD COLLEGE	OR
La Pine Park & Recreation District	OR	Linn Benton Lincoln Educational Services District	OR
Lake Chinook Fire & Rescue	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
LAKE COUNTY	OR	LINN COUNTY	OR
Lake County Chamber of Commerce Inc	OR	Linn County Sheriff Office	OR
Lake Grove Presbyterian Church	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Lake Oswego Montessori School	OR	LINN-BENTON-LINCOLN ESD	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	Literary Expectations dba Moore Academy	OR
LANE COMMUNITY COLLEGE	OR	Little Promises Children's Program	OR
Lane Council of Governments	OR	Living Opportunities, Inc.	OR
LANE COUNTY	OR	LIVING WAY FELLOWSHIP	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	Living Word Christian Center	OR
		LIVINGSTONE ADVENTIST ACADEMY	OR
		Local 290	OR

LOCAL GOVERNMENT		McMinnville Police	
PERSONNEL INSTITUTE	OR	Department	OR
Long Creek School District	OR	MCMINNVILLE SCHOOL	
Long Tom Watershed Council	OR	DISTRICT NO.40	OR
LOOKING GLASS YOUTH		McMinnville Water & Light	OR
AND FAMILY SERVICES	OR	MEALS ON WHEELS	
Love Thy Neighbor services	OR	PEOPLE, INC.	OR
Lowell Rural Fire Protection		MECOP Inc.	OR
District	OR	Mederi Foundation DBA	
LOWELL SCHOOL		Mederi Center for Natural	
DISTRICT NO.71	OR	Healing	OR
Lower Columbia Estuary		MEDFORD SCHOOL	
Partnership	OR	DISTRICT 549C	OR
LUCKIAMUTE VALLEY		MEDFORD WATER	
CHARTER SCHOOLS	OR	COMMISSION	OR
Lucky Paws Rescue	OR	MEDICAL TEAMS INTL	OR
LUKE DORF INC	OR	MENNONITE HOME OF	
MACDONALD CENTER	OR	ALBANY INC	OR
Mainstage Theatre Company		Mental Health for Children,	
MAKING MEMORIES	OR	Inc.	OR
BREAST CANCER		Merchants Exchange of	
FOUNDATION, INC.	OR	Portland, Oregon	OR
MALIN COMMUNITY PARK		Mercy Flights, Inc.	OR
AND RECREATION		METRO	OR
DISTRICT	OR	METRO HOME SAFETY	
Maranatha Church	OR	REPAIR PROGRAM	OR
MARCOLA SCHL DIST		METROEAST COMMUNITY	
MARCOLA SCHOOL	OR	MEDIA	OR
DISTRICT 079J	OR	Metropolitan Contractor	
MARION COUNTY , SALEM,		Improvement Partnership	OR
OREGON	OR	METROPOLITAN	
MARION COUNTY FIRE		EXPOSITION-RECREATION	
DISTRCT #1	OR	COMMISSION	OR
MARION COUNTY HEALTH		METROPOLITAN FAMILY	
DEPT	OR	SERVICE	OR
MARION COUNTY		Mid Columbia Childrens	
HOUSING AUTHORITY	OR	Council	OR
MARION COUNTY SCHOOL		MID COLUMBIA COUNCIL	
DISTRICT 103 -		OF GOVERNMENTS	OR
WASHINGTON ES	OR	MID COLUMBIA MEDICAL	
Marist Catholic High School	OR	CENTER-GREAT ""N SMALL	OR
Marist High School	OR	Mid Rogue Imaging Center	OR
MARYLHURST		Mid Willamette Valley	
UNIVERSITY	OR	Community Action	OR
Mastery Learning Institute	OR	MID-COLUMBIA CENTER	
Math Learning Center, The	OR	FOR LIVING	OR
McKay High School	OR	MID-WILLAMETTE	
McKenzie Personnel Systems	OR	VALLEY COMMUNITY	
McKenzie River Trust	OR	ACTION AGENCY, INC	OR
MCKENZIE SCHOOL		Mill City RFPD	OR
DISTRICT 068	OR	Milton-Freewater Unified	
MCKENZIEWATERSHED		School District No 7	OR
COUNCIL	OR	Milwaukie-Portland Lodge	
McMinnville Adventist		No.142 Benevolent and	
Christian School	OR	Protective Order of Elk	OR
		Mission Increase Foundation	OR
		MITCH CHARTER SCHOOL	OR
		MOLALLA RIVER	OR

ACADEMY		NAMI of Washington County	OR
Molalla River School District	OR	NAMI OREGON	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR	National Christian Community Foundation	OR
Molalla Rural Fire Protection District	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Monet's Children's Circle	OR	NATIONAL PSORIASIS FOUNDATION	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	NATIONAL WILD TURKEY FEDERATION	OR
MONROE SCHOOL DISTRICT NO.1J	OR	Native American Youth and Family Center Early College Academy	OR
monument school	OR	NEAH KAH NIE WATER DISTRICT	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	NEAH-KAH-NIE DISTRICT NO.56	OR
MORRISON CHILD AND FAMILY SERVICES	OR	NEDCO	OR
MORROW COUNTY MORROW COUNTY SCHOOL DISTRICT	OR	Nehalem Bay House	OR
MOSAIC CHURCH	OR	Nehalem Bay Wastewater NEHALEM ELEMENTARY SCHOOL	OR
Mosier Community School	OR	NEIGHBORIMPACT	OR
Mount Angel Abbey	OR	Neskowin Valley School	OR
Mount Pisgah Arboretum	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Mountain Valley Therapy	OR	Netarts Water District	OR
Mountain View Academy	OR	Netarts-Oceanside RFPD	OR
MSB	OR	Network Charter School	OR
Mt Emily Safe Center	OR	New Artists Performing Arts Productions, Inc.	OR
Mt Hood Hospice	OR	NEW AVENUES FOR YOUTH INC	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	New Hope Christain College	OR
MT. HOOD COMMUNITY COLLEGE	OR	NEW HOPE COMMUNITY CHURCH	OR
MT.SCOTT LEARNING CENTERS	OR	New Horizon Christian School	OR
Muddy Creek Charter School	OR	New Life Baptist Church	OR
MULTISENSORY LEARNING ACADEMY	OR	New Life Fellowship Church of God	OR
MULTNOMAH BIBLE COLLEGE	OR	NEWBERG FRIENDS CHURCH	OR
MULTNOMAH COUNTY	OR	Nez Perce Tribe	OR
Multnomah County Department of Community Justice	OR	NOBEL LEARNING COMMUNITIES	OR
Multnomah County Dept of County Assets	OR	NONPROFIT ASSOCIATION OF OREGON	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	NORCOR Juvenile Detention	OR
MULTNOMAH LAW LIBRARY	OR	Norkenzie Christian Church	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR	NORTH BEND CITY-COOS/URRY HOUSING AUTHORITY	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	NORTH BEND SCHOOL DISTRICT 13	OR
NAMI LANE COUNTY	OR		

NORTH CLACKAMAS SCHOOL DISTRICT	OR	Oak Heights PTC	OR
North Coast Christian Church	OR	Oak Hill School	OR
North Coast Family Fellowship	OR	OAK LODGE WATER DISTRICT	OR
North Douglas County Fire & EMS	OR	OAKLAND SCHOOL DISTRICT 001	OR
North Lake School District 14	OR	Oasis Shelter Home	OR
North Lincoln Fire & Rescue #1	OR	Obsidian Urgent Care, P.C.	OR
NORTH MARION SCHL DIST	OR	Occu Afghanistan Relief Effort	OR
North Pacific District of Foursquare Churches	OR	OCHIN	OR
North Portland Bible College	OR	OEA CHOICE TRUST	OR
North Powder Charter School	OR	OETC	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR	OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	OFFICE OF PUBLIC DEFENSE SERVICES	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR	Office of the Ong Term Care Ombudsman	OR
Northern Wasco County PUD	OR	OFFICE OF THE STATE TREASURER	OR
Northwest Academy	OR	Ohara Catholic School	OR
Northwest Center for Alternatives to Pesticides	OR	OHSU FOUNDATION	OR
NORTHWEST CHRISTIAN COLLEGE	OR	Old Mill Center for Children and Families	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR	Olive Plaza	OR
Northwest Family Services	OR	Oliver P Lent PTA	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	OLIVET BAPTIST CHURCH	OR
Northwest Habitat Institute	OR	OMNIMEDIX INSTITUTE	OR
Northwest Health Foundation	OR	ONTARIO MIDDLE SCHOOL	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR	Ontario School District	OR
Northwest Opening	OR	Ontario School District 8C	OR
Northwest Power and Conservation Council	OR	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	Operation Christmas	OR
NORTHWEST YOUTH CORPS	OR	Opportunity Connections	OR
Northwood Christian Church	OR	Opportunity Foundation of central Oregon	OR
NW POWER POOL	OR	OR INT""L PORT OF COOS BAY	OR
NW REGIONAL ESD- HILLSBORO	OR	Oregoinans for Food & Shelter	OR
NW Sport Fishing	OR	Oregon & Southern Idaho District Council of Laborers""	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	Oregon Air National Guard	OR
		Oregon And Southern Idaho Laborers Employers Training School	OR
		Oregon Army National Guard	OR
		OREGON BALLET	OR
		THEATRE	OR
		OREGON BOARD OF ARCHITECTS	OR

Oregon Board of Chiropractic Examiners	OR	Oregon Jewish Community Foundation	OR
Oregon Board of Massage Therapists	OR	Oregon Jewish Museum and Center for Holocaust Education	OR
Oregon Cascades West Council of Governments	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON CHILD DEVELOPMENT COALITION	OR	Oregon Laborers-Employer Administrative Fund, LLC	OR
Oregon Child Development Coalition (OCDC)	OR	OREGON LIONS SIGHT & HEARING FOUNDATION	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	OREGON LOTTERY	OR
OREGON CITY PUBLIC SCHL	OR	Oregon Lyme Disease Network	OR
Oregon Coast Aquarium, Inc.	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
OREGON COAST COMMUNITY ACTION	OR	Oregon Nikkei Endowment	OR
OREGON CORRECTIONS ENTERPRISES	OR	OREGON OFFICE OF ENERGY	OR
OREGON DEATH WITH DIGNITY	OR	OREGON PEDIATRIC SOCIETY	OR
OREGON DEPARTMENT OF EDUCATION	OR	OREGON PROGRESS FORUM	OR
OREGON DEPARTMENT OF FORESTRY	OR	Oregon Psychoanalytic Center	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Oregon Public Broadcasting	OR
OREGON DEPT OF TRANSPORTATION	OR	Oregon Research Institute	OR
OREGON DEPT. OF CORRECTIONS	OR	Oregon Rural Electric Cooperative Association	OR
OREGON DEPT. OF EDUCATION	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
Oregon DEQ	OR	OREGON SCHL BRDS ASSOCIAT	OR
OREGON DONOR PROGRAM	OR	OREGON SCHOOL BOARDS ASSOCIATION	OR
OREGON EDUCATION ASSOCIATION	OR	Oregon Social Learning Center	OR
Oregon Emergency Management	OR	Oregon State Board of Architect Examiners	OR
OREGON ENVIRONMENTAL COUNCIL	OR	OREGON STATE BOARD OF NURSING	OR
Oregon Farm Bureau	OR	Oregon State Credit Union	OR
OREGON FOOD BANK	OR	OREGON STATE DEPT OF CORRECTIONS	OR
Oregon Forest Industries Council	OR	OREGON STATE FAIR	OR
Oregon Forest Resources Institute	OR	Oregon State Fair Council	OR
Oregon Funeral Directors Association	OR	OREGON STATE HOSPITAL	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR	Oregon State Lottery	OR
Oregon Humanities	OR	OREGON STATE POLICE	OR
Oregon Independent Automobile Dealers Association	OR	Oregon State Treasury	OR
Oregon Institute of Technology	OR	Oregon State University	OR
		OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
		OREGON STATE UNIVERSITY BOOKSTORE INC	OR

OREGON SUPPORTED LIVING PROGRAM	OR	PHILOMATH SCHOOL DISTRICT	OR
Oregon Technical Assistance Corporation	OR	PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
OREGON TOURISM COMMISSION	OR	Phoenix-Talent Schools	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR	Pine Eagle Charter School	OR
Oregon Translational Research and Development Insitute	OR	PINE-EAGLE SCHOOL DISTRICT 061	OR
OREGON TRAVEL INFORMATION COUNCIL	OR	PIONEER TELEPHONE COOPERATIVE	OR
OREGON UNIVERSITY SYSTEM	OR	PIP Corps LLC	OR
OSLC COMMUNITY PROGRAMS	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
OSLC COMMUNITY PROGRAMS OCP	OR	PLEASANT HILL SCH DIST #1	OR
OSU Deschutes County Extension Service	OR	PNW. For Puerto Rico Relief	OR
Oswego Lake Country Club	OR	Point West Credit Union	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR	POLK COUNTY	OR
OUR LADY OF THE LAKE SCHOOL	OR	Polk County Fire District No.1	OR
OUR SAVIOR""S LUTHERAN CHURCH	OR	Polk Soil and Water Conservation District	OR
Our United Villages	OR	PORT CITY DEVELOPMENT CENTER	OR
OUTSIDE IN	OR	PORT OF BANDON	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	PORT OF CASCADE LOCKS	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR	Port of Garibaldi	OR
PACIFIC INSTITUTES FOR RESEARCH	OR	Port of Hood River	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR	PORT OF SIUSLAW	OR
pacific u	OR	PORT OF ST HELENS	OR
PACIFIC UNIVERSITY	OR	PORT OF TILLAMOOK BAY	OR
PacificSource Health	OR	Port of Toledo	OR
Pain Society of Oregon	OR	PORT OF UMPQUA	OR
Parenting Now!	OR	Portland Actors Conservatory	OR
Parkinson""s Resources of Oregon	OR	PORTLAND ADVENTIST ACADEMY	OR
Parkrose School District 3	OR	PORTLAND ART MUSEUM	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR	PORTLAND BUSINESS ALLIANCE	OR
PDX Wildlife	OR	Portland Christian Center	OR
Peace Lutheran Church	OR	Portland Christian Schools	OR
PENDLETON ACADEMIES	OR	PORTLAND COMMUNITY COLLEGE	OR
Pendleton Police Department	OR	Portland Community Media	OR
PENDLETON SCHOOL DISTRICT #16R	OR	Portland Community Reinvestment Initiatives, Inc.	OR
PENTAGON FEDERAL CREDIT UNION	OR	PORTLAND DEVELOPMENT COMMISSION	OR
	OR	PORTLAND HABILITATION CENTER, INC.	OR
	OR	Portland Japanese Garden	OR

PORTLAND JEWISH ACADEMY	OR	REDMOND PROFICIENCY ACADEMY	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	REDMOND SCHOOL DISTRICT	OR
PORTLAND OIC	OR	REED COLLEGE	OR
Portland Oregon Visitors Association	OR	REEDSPORT SCHOOL DISTRICT	OR
Portland Parks Foundation	OR	REGIONAL ARTS AND CULTURE COUNCIL	OR
Portland Police Sunshine Division	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
PORTLAND PUBLIC SCHOOLS	OR	RELEVANT LIFE CHURCH	OR
PORTLAND SCHOOLS FOUNDATION	OR	Reliance eHealth Collaborative	OR
PORTLAND STATE UNIV.	OR	Relief Nursery	OR
PORTLAND WOMENS CRISIS LINE	OR	RENEWABLE NORTHWEST PROJECT	OR
Portland Yacht Club	OR	Resource Connections of Oregon	OR
Portland YouthBuilders	OR	Reynolds High School	OR
Prairie Baptist Church	OR	REYNOLDS SCHOOL DISTRICT	OR
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	OR	Riddle School District	OR
Prince of Peace Lutheran Church & School	OR	Ride Connecton	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR	Risen Records	OR
Procurement Services/DAS PROFESSIONAL GLOBAL EXCHANGE INC.	OR	River Network	OR
Prospect School District	OR	Riverdale School District 51J	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR	RIVERGROVE WATER DISTRICT	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR	Rockwood Water P.U.D.	OR
QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.	OR	ROCKWOOD WATER PEOPLE""S UTILITY DISTRICT	OR
QUEEN OF PEACE SCHOOL	OR	ROGUE COMMUNITY COLLEGE	OR
Rainbow Water District	OR	ROGUE FEDERAL CREDIT UNION	OR
Rainier Assembly of God	OR	Rogue River Fire District	OR
RAINIER POLICE DEPARTMENT	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
RAINIER SCHOOL DISTRICT	OR	Rogue River Watershed Council	OR
RB Pamplin Corportaion	OR	Rogue Valley Humane Society	OR
Real Life Christian Church	OR	Rogue Valley Youth Football	OR
REALMS CHARTER SCHOOL	OR	Rolling Hills Baptist Church	OR
REBUILDING TOGETHER - PORTLAND INC.	OR	Rolling Hills Community Church	OR
Redeemer Lutheran Church	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
REDMOND FIRE & RESCUE	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
		Rose Haven	OR
		ROSE VILLA, INC.	OR
		ROSEBURG PUBLIC	OR

SCHOOLS		SCIENCEWORKS	OR
Rural Development Initiatives	OR	ScienceWorks Museum	OR
Sabin-Schellenberg Technical Center	OR	Scio High School	OR
Sacred Heart Catholic Church	OR	Scottish Rite	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	SE WORKS	OR
Sacred Heart-St Louis Parish	OR	Seal Rock Water District	OR
Safe Harbors	OR	Seaside Fire & Rescue	OR
SafeHaven Humane Society	OR	Seaside Public Library	OR
SAIF CORPORATION	OR	SEASIDE SCHOOL DISTRICT 10	OR
SAINT ANDREW NATIVITY SCHOOL	OR	SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
SAINT CATHERINE OF SIENA CHURCH	OR	SEED OF FAITH MINISTRIES	OR
SAINT JAMES CATHOLIC CHURCH	OR	SEIU Local 49	OR
Salem Academy	OR	SEIU LOCAL 503, OPEU	OR
Salem Alliance Church	OR	SELCO Community Credit Union	OR
SALEM ALLIANCE CHURCH	OR	SELF ENHANCEMENT INC.	OR
Salem Area Chamber of Commerce	OR	SEPTL Southeast Portland Tool Library	OR
SALEM AREA MASS TRANSIT DISTRICT	OR	Serendipity Center Inc	OR
SALEM ELECTRIC	OR	SERENITY LANE	OR
Salem Evangelical Church	OR	Serenity Lane Health Services	OR
Salem First Presbyterian Church	OR	Seven Feathers Casino	OR
SALEM FREE CLINICS	OR	SEVEN PEAKS SCHOOL	OR
Salem keizar school district	OR	SEXUAL ASSAULT RESOURCE CENTER	OR
Salem Keizer School District Purchasing	OR	Sexual Assault Support Services	OR
Salem-Keizer 24J	OR	Shangri La	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	Shangri-La	OR
SALMON-SAFE INC.	OR	SHELTERCARE	OR
Samaritan Health Services Inc.	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
San Martin Deporres Catholic Church	OR	Sheridan School District 48J	OR
SANDY FIRE DISTRICT NO. 72	OR	SHERMAN COUNTY SHERMAN COUNTY SCHOOL DISTRICT	OR
Sandy Seventh-day Adventist Church	OR	SHERMAN DEVELOPMENT LEAGUE, INC.	OR
Santiam Assembly of God	OR	Sherwood Community Friends Church	OR
SANTIAM CANYON COMMUNICATION CENTER	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
Santiam Canyon SD 129J	OR	SILVER FALLS SCHOOL DISTRICT	OR
SANTIAM CHRISTIAN SCHOOLS	OR	SILVERTON AREA COMMUNITY AID	OR
Scappoose Adventist School	OR	Silverton Fire District	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	Silverton Senior Center	OR

SISKIYOU INITIATIVE	OR	SPIRIT WIRELESS	OR
Siuslaw Public Library District	OR	SPONSORS, INC.	OR
SIUSLAW SCHOOL DISTRICT	OR	SPOTLIGHT THEATRE OF PLEASANT HILL	OR
Siuslaw School District - Transportation	OR	Springfield Public Library	OR
SMART	OR	Springfield Public Schools	OR
Smith Memorial Presbyterian Church	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR	SPRINGFIELD UTILITY BOARD	OR
Society of American Foresters	OR	Sprinkfield Elks #2145	OR
Solutins Yes	OR	Spruce Villa, Inc.	OR
SONRISE CHURCH	OR	St Andrews Presbyterian	OR
Soroptimist International of Gold Beach, OR	OR	St Frederic Catholic Church	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	St Helens School District	OR
SOUTH COAST HOSPICE, INC.	OR	ST HENRYS CHURCH	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR	St John Fisher Catholic Church Portland Oregon	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	St John the Baptist Greek Orthodox Church	OR
South Salem High Music Boosters	OR	St Mark Presbyterian Church	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	St Mary's Catholic School and Parish	OR
Southeast Uplift Neighborhood Coalition	OR	St Paul Baptist Church	OR
Southern Coos Hospital	OR	St Paul Catholic Church	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	St Paul Parish School	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR	ST VINCENT DE PAUL	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	ST. ANTHONY CHURCH	OR
Southern Oregon Project Hope	OR	ST. ANTHONY SCHOOL	OR
SOUTHERN OREGON UNIVERSITY	OR	St. Elizabeth Ann Seton Church	OR
SOUTHWEST CHARTER SCHOOL	OR	St. Helens, City of	OR
Southwest Christian School	OR	St. Joseph Shelter	OR
Southwest Neighborhoods, Inc	OR	St. Katherine's Catholic Church	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR	St. Luke Catholic School	OR
Southwestern Oregon Public Defender Services, Inc.	OR	St. Martins Episcopal church	OR
SPARC ENTERPRISES	OR	St. Mary Catholic School	OR
SPECIAL MOBILITY SERVICES	OR	St. Mary School	OR
Sphere MD	OR	St. Mary's Church	OR
		St. Mary's Episcopal Church	OR
		ST. MARYS OF MEDFORD, INC.	OR
		St. Matthew Catholic School	OR
		St. Paul School District	OR
		St. Peter Catholic Church	OR
		St. Pius X School	OR
		St. Stephen's Academy	OR
		St. Therese Parish/School	OR

St. Vincent de Paul Church	OR	THE CATLIN GABEL	
ST. VINCENT DEPAUL OF		SCHOOL	OR
LANE COUNTY	OR	The Christian Church of	
STAND FOR CHILDREN	OR	Hillsboro Oregonb	OR
STANFIELD SCHOOL	OR	The Church of Christ of Latter	
DISTRICT	OR	Day Saints	OR
STAR OF HOPE ACTIVITY		THE CITY OF NEWPORT	OR
CENTER INC.	OR	The Collins Foundation	OR
State Accident Insurance Fund		The Dalles Art Association	OR
Corporation	OR	The Dreaming Zebra	
STATE OF OREGON	OR	Foundation	OR
State of Oregon - Department		THE EARLY EDUCATION	
of Administrative Services	OR	PROGRAM, INC.	OR
STAYTON FIRE DISTRICT	OR	The Emerson School	OR
Stone Creek Christian Church	OR	The Followers of Christ Church	
Store to Door	OR	of Oregon City	OR
Street Ministry	OR	The Housing Authority of the	
Summa Institute	OR	County of Umatilla	OR
SUMMIT VIEW COVENANT		The Inn Home for Boys,	
CHURCH	OR	Inc.9138	OR
Sunny Wolf Charter School	OR	The International School	OR
SUNNYSIDE FOURSQUARE		The Klamath Tribe	OR
CHURCH	OR	The Lighthouse School	OR
SUNRISE ENTERPRISES	OR	The Madeleine Parish	OR
Sunrise Water	OR	THE MILL CASINO	OR
sunrise water authority	OR	THE NATIONAL	
Sunset Presbyterian Church	OR	ASSOCIATION OF CREDIT	
	OR	MANAGEMENT-OREGON,	
	OR	INC.	OR
		The Nature Conservancy,	
SUSTAINABLE	OR	Willamette Valley Field Office	OR
NORTHWEST	OR	THE NEWPORT PARK AND	
Sutherlin School District	OR	RECREATION CENTER	OR
SW Community Health Center	OR	THE NEXT DOOR	OR
SWEET HOME SCHOOL		THE OREGON COMMUNITY	
DISTRICT NO.55	OR	FOUNDATION	OR
Sweet Home United Methodist		THE PORT OF PORTLAND	
Church	OR	The Ross Ragland Theater and	
TAKE III OUTREACH	OR	Cultural Center	OR
Tamarack Aquatic Center	OR	THE SALVATION ARMY -	
Teacher Standards and		CASCADE DIVISION	OR
Pracitices Commission	OR	The Spiral Gallery	OR
Temple Beth Israel	OR	The Sunriver Owners	
TENAS ILLAHEE		Association	OR
CHILDCARE CENTER	OR	The Tucker-Maxon Oral School	OR
Teras Interventions and		The Wallace Medical Concern	OR
Counseling Inc	OR	THREE RIVERS CASINO	OR
The Alliance NW of the		Three Rivers School District	OR
Christian & Missionary	OR	TIGARD-TUALATIN	
Alliance	OR	SCHOOL DISTRICT	OR
The ALS Association Oregon		Tilikum Center for Retreats and	
and SW Washington Chapter	OR	Outdoor Ministries	OR
The Blosser Center for		TILLAMOOK BAY	
Dyslexia Resources	OR	COMMUNITY COLLEGE	OR
The Canby Center	OR		

TILLAMOOK CNTY	OR	TUALATIN VALLEY FIRE & RESCUE	OR
TILLAMOOK CNTY			
WOMENS CRISIS CENTER	OR	Tualatin Valley Water District	OR
Tillamook County Emergency Communications District	OR	TUALATIN VALLEY WATER DISTRICT	OR
Tillamook County Transportation Dist	OR	Tuality Healthcare	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR	Turtle Ridge Wildlife Center	OR
Tillamook Fire District	OR	UIUC	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	Ukiah School District 80R	OR
Tillamook School District	OR	UMATILLA COUNTY, OREGON	OR
Tillamook Seventh Day Adventist Church	OR	Umatilla Electric Cooperative	OR
Tillamook Urban Renewal Agency	OR	Umpqua Basin Water Association	OR
TLO Farms	OR	UMPQUA COMMUNITY COLLEGE	OR
Tokyo Int'l University of America, Inc	OR	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
Toledo Police Department	OR	Umpqua Community Health Center	OR
TOUCHSTONE PARENT ORGANIZATION	OR	Umpqua Valley Public Defender	OR
Tower Theatre Foundation, Inc	OR	UNION COUNTY	OR
TRAILS CLUB	OR	Union County Economic Development Corp.	OR
Training & Employment TRAINING EMPLOYMENT CONSORTIUM	OR	UNION GOSPEL MISSION	OR
Transition Projects, Inc	OR	Union School District	OR
Travel Lane County	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
Treasure Valley Community College	OR	Unitarian Universalist Church in Eugene	OR
Tri-County Chamber of Commerce Inc	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR	UNITED METHODIST CHURCH	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	United Way of Lane County	OR
Trillium Charter School	OR	UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
TRILLIUM FAMILY SERVICES, INC.	OR	Unithed Way	OR
Trillium Sprigs	OR	Unitus Community Credit Union	OR
TriMet Transit	OR	UNIVERSITY OF OREGON	OR
Trinity Lutheran	OR	University of Oregon - Purchasing and Contracting Services	OR
Trinity United Methodist Church	OR	University Of Oregon Athletics Department	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR	UNIVERSITY OF PORTLAND	OR
Tualatin Lacrosse Club	OR	University of Western States	OR
Tualatin Police Department	OR	Unviersity of Oregon	OR
Tualatin Soil and Water Conservation District	OR	Urban Gleaners	OR
		Urban League of Portland	OR

US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR	Convention	
US FISH AND WILDLIFE SERVICE	OR	West Hills Christian School	OR
USAGENCIES CREDIT UNION	OR	WEST HILLS COMMUNITY CHURCH	OR
USDA Forest Service	OR	West Linn Police	OR
USO Northwest	OR	West Linn Police Department	OR
Vale School District No. 84	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
VALLEY CATHOLIC SCHL	OR	WEST MULTNOMAH SOIL AND WATER	
Verde	OR	CONSERVATION DISTRICT	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	West Salem Foursquare Church	OR
VERNONIA SCHOOL DISTRICT 47J	OR	West Salem United Methodist	OR
Veterans Affairs	OR	WEST VALLEY HOUSING AUTHORITY	OR
VFW POST 4248	OR	Western Arts Alliance	OR
Victory Academy	OR	Western Environmental Law Center	OR
Vietnamese Christian Community Church	OR	Western Mennonite School	OR
Viking Sal Senior Center	OR	WESTERN RIVERS	
Village Home Education Resource Center	OR	CONSERVANCY	OR
Vineyard Christian Fellowship	OR	WESTERN STATES CENTER	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	Western Wood Products Association	OR
VOLUNTEERS OF AMERICA OREGON	OR	WESTSIDE BAPTIST CHURCH	OR
Waldo Middle School	OR	Westside Church of Christ Inc	OR
WALLOWA COUNTY	OR	Wheeler County	OR
Wallowa County ESD	OR	WHITE BIRD CLINIC	OR
Wallowa Future Foundation	OR	WHITEAKER MONTESSORI SCHOOL	OR
Wallowa Valley Center For Wellness	OR	Wilco Farmers	OR
WARNERPACIFIC COLG	OR	Wild Lilac Child Development Community	OR
Warrenton Hammond School	OR	Wild Rogue Youth Foundation, Inc.	OR
WASCO COUNTY	OR	WILD SALMON CENTER	OR
WASHINGTON COUNTY	OR	WILLAMALANE PARK AND RECREATION	
Washington County Consolidated Communications Agency	OR	DISTRICT	OR
Washington County Facilities & Park Services	OR	Willamette Carpenters Training Center, Inc	OR
Washington Park Transportation Management Association	OR	WILLAMETTE EDUCATION SERVICE DISTRICT	OR
Waste-Pro	OR	WILLAMETTE FAMILY	OR
WATER ENVIRONMENT SERVICES	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
WE CARE OREGON	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
West Coast Haunters	OR	Willamette Neighborhood Housing Services	OR
		WILLAMETTE UNIVERSITY	OR
		Willamette Valley Babe Ruth	OR

Willamette Valley Baptist Church	OR	Yamhill Carlton School District	OR
Willamette Valley Rehab Center	OR	Yamhill Community Care Organization	OR
WILLAMETTE VIEW INC.	OR	YAMHILL COUNTY	OR
WILLAMINA SCHOOL DISTRICT	OR	Yankton Baptist Church	OR
Winding Waters Medical Clinic	OR	Yellowhawk Tribal Health	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR	Yellowhawk Tribal Health Center	OR
WINTERSPRING CENTER	OR	YMCA OF ASHLAND	OR
Women's Safety & Resource Center	OR	YMCA of Marion and Polk Counties	OR
WOMENSPACE INC	OR	YONCALLA SCHOOL DISTRICT NO.32	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
Woodburn City Of	OR	Youth Dynamics	OR
WOODBURN SCHOOL DISTRICT 103	OR	YOUTH GUIDANCE ASSOC.	OR
WORD OF LIFE COMMUNITY CHURCH	OR	Youth M.O.V.E. Oregon	OR
WORKSYSTEMS INC	OR	YWCA SALEM	OR
World Forestry Center	OR	Zion Lutheran Church	OR
World of Speed	OR		

8. FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the

terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

9. COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

10. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

ATTACHMENT A- STATEMENT OF WORK QUESTIONNAIRE

Please complete the questionnaire for each of the sections below. This section shall be completed in addition to the general description of the solution, security, technology, etc. completed in Section Three of the RFP.

1.0 DATA COLLECTION

	Requirement	Y	N
1	Data collection terminals shall support bar code, magnetic stripe, proximity readers, and biometric capabilities such as finger scan technology.		
2	Data collection terminals shall support on-line and offline modes.		
3	In online mode, transactions shall be transmitted from the data collection terminal to the database in real time		
4	Data shall be stored at the data collection terminal until confirmation of successful transfer is received to prevent data loss. Transactions shall be available for exception reporting, on premise reporting and pay rule calculation in real time.		
5	Data at the data collection terminal shall be secure and stored in nonvolatile memory in off-line mode to prevent data loss in case of power failure.		
6	The solution shall accommodate recorded entry rounding to the nearest tenth hour, quarter hour, or actual time for start and stop as well as meals and breaks.		
7	The solution shall provide for the prevention of overlapping or redundant recorded entry of beginning and end time entries.		
8	The solution shall restrict recorded entry (punching) at the data collection terminal or web-based entry screen during unauthorized times, including early, late, early out, late out, and unscheduled days.		
9	The solution shall allow for employees to record entries at multiple locations.		
10	The solution shall provide for supervisor override of punch restrictions at the data collection terminal and online.		
11	System shall support the assignment of employees to particular data collection terminals and restrict their ability to enter transactions at other terminals (e.g. in a building other than their assigned building). This restriction shall be assigned by employee or employee group.		
12	Employee transfers to different accounts, departments, jobs, or work rules shall be validated for that employee at the point of entry.		
13	Employee self-service transactions, such as approving timecard, time off request, review schedule, review recorded entries, and review accrual balances shall be available online.		

	Requirement	Y	N
14	Employee requests for time off at the data collection terminal shall be validated against their real-time balances at the point of entry.		
15	To accommodate heavy use periods, employee self-service transactions can be restricted by terminal, terminal group, or time of day for any terminal.		
16	Data collection terminals shall be configurable to provide only services and functions that may be unique to the workforce at the terminal location.		
17	Employee self-service capabilities shall be available on a PC, kiosk, cellular device, tablet application or through standard web browsers.		
18	The solution shall provide support for a system administrator to control functional access by employees. Employees shall only be presented with those functions to which they have access, according to their role and needs.		
19	The solution shall provide the ability to view immediately the outcome of the rules processing on the time entry web based time card.		
20	The system shall provide for real time alerts to timekeeping exceptions, such as approaching overtime, minor rules violations.		
21	Employee self-service transactions, such as punching in or out, allocating labor to tasks or grants, approving timesheets, self-scheduling, and PTO requests must be available through provided mobile solution.		
22	Manager transactions, such as approving employee timesheets, reviewing exceptions, and approving leave time must be available through provided mobile solution.		
23	The system must provide for GPS and record the location at which an employee enters a transaction into the mobile solution.		
24	The system must provide for the designation of zones for mobile transactions and assign those zones to employees according to their work locations.		

2.0 PAY POLICY ENFORCEMENT AND TIME EVALUATION

	Requirement	Y	N
1	Pay rules shall be completely parameter driven and easy to set-up, change, and track without recourse to special programming or other technical skills.		
2	The system shall provide for the configuration of an unlimited number of pay rules.		

	Requirement	Y	N
3	The solution shall provide the ability to update user-defined rules and have the changes reflected immediately for time entry and processing.		
4	The solution shall provide the ability to define pay rules at the employee or group level.		
5	The solution shall provide the ability to apply rules online at the point of entry, such as activity transfers, job transfers and other changes of status that would result in a different rate or type of pay.		
6	The solution must provide the ability to manage multiple FLSA overtime periods for employee groups. For instance, hourly employees have a weekly 40 overtime FLSA period, and public safety employees have a 28-day FLSA period.		
7	The solution shall provide the ability to automatically calculate overtime and other premiums based on the employees' scheduled hours and criteria that is established within the system (e.g. rules based).		
8	The solution shall provide the ability to automatically calculate overtime and other premiums based on the employees' actual hours and criteria established within the system (e.g. rules based).		
9	The solution shall provide the ability to automatically calculate premiums based on a comparison of the employee's scheduled hours vs. the actual hours worked, and criteria established within the system (e.g. rules based)		
10	The solution shall provide the ability to calculate Shift Differential automatically based on the time of day an employee works.		
11	The solution must calculate Comp in lieu of overtime at employee or manager discretion, and maintain Comp in lieu of overtime balances for use as PTO by the employee.		
12	The solution shall support configurable pay periods for weekly, biweekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes shall be seamlessly supported in a single database.		
13	The solution shall include configurable periods by shift for meal and breaks in accordance with state and federal law whether paid or non-paid.		
14	The solution shall manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before and after, for example) shall be automatically enforced.		

	Requirement	Y	N
15	The solution shall provide the ability to enter both hours, days, and amounts for pay codes.		
16	The system shall provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed.		
17	The system shall provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run.		
18	The system shall allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time.		
19	The system shall support different pay rules for each job or department.		
20	The system shall allow for the configuration of an employee's probationary period and different leave availability based on probationary status.		

3.0 FAMILY MEDICAL LEAVE ACT

	Requirement	Y	N
1	The solution must include baseline configurations of all current FMLA and state leave policies. Such configurations must be easily modified to support our implementations of these policies.		
2	The system must be able to determine an employee's FMLA eligibility.		
3	The system must track FMLA used and FMLA available.		
4	The solution must determine eligibility for all leave policies for which an employee is eligible for a given event, for instance, FMLA and state mandated medical leave. These policies must be applied concurrently.		
5	The solution must manage both paid and unpaid time concurrently.		
6	Cascading pay code assignments for leave cases must happen automatically and include unpaid leave. For example, Sick must be drawn down to 8 hours, then Vacation drawn down to 40 hours, then unpaid		

	Requirement	Y	N
	leave applied as needed to fill the leave period.		
7	The system shall send notification to the employee about FMLA requirements.		
8	The system must support all the definitions of yearly calculations allowed by the Department of Labor.		
9	The solution must alert leave administrators when there is a potential FMLA qualifying absence, e.g. when three sick days in a row are taken by an employee.		
10	The solution must allow for an easy capture and monitoring of intermittent leave time, for example, for recurring physical therapy, and apply all paid and unpaid leave rules correctly. Intermittent leave time must be deducted from the Employee FMLA eligibility.		
11	Approved leave time, including all paid and unpaid codes, must be inserted into employee schedule and time card in real time.		

3.0 APPROVALS

	Requirement	Y	N
1	The system shall provide the ability for employees to approve their timesheets. This approval shall be available within employee self service and the data collection terminals		
2	System shall allow for user defined text to accompany employee approvals for the purpose of attestation to timecard contents.		
3	The system shall provide the ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).		
4	The system shall provide the ability for Managers/Supervisors to approve the employee's leave/attendance time.		
5	The system shall provide ability to define a set of comments used to annotate manual changes and other edits of employee records.		
6	Comments shall be part of exception reporting capability within the solution.		
7	Free form notes can be attached to any comment to provide more detail associated with the manual change.		
8	The system shall provide the ability for an employee to acknowledge their time card if a change has been made by their supervisor or payroll (i.e. added, edited, and deleted items).		
9	The system shall provide the ability for a Manager to submit modified time cards without the employee's acknowledgement.		

	Requirement	Y	N
10	The system shall provide an electronic signature for employees to approve their timesheets.		
11	The system shall provide an electronic signature for managers to approve time cards for payroll processing.		
12	The system shall provide for a pay period lock function for use by payroll to prevent further timecard edits by supervisors or employees.		
13	The system must include the capability for managers to delegate their authority on a temporary basis, so the designated delegate may approve all employee transactions.		
14	A complete audit trail of all manager approvals must be available for review and reporting, including approvals performed by designated delegates.		

5.0 TIME CARD EDITS

	Requirement	Y	N
1	The system shall provide the ability to adjust or correct time entries captured in the current period, but not yet paid.		
2	The system shall provide the ability to easily navigate from the error report to the time card to make edits.		
3	The system shall provide the ability to define default time entries for earnings, hours, holiday data, and labor distributions and the ability to override and make changes to this default information.		
5	The system shall provide a report that details prior period adjustments and corrections.		
6	Allow manager edits for the current pay period but prevent manager edits of the previous pay period after the final previous pay period transmittal has been sent to payroll.		
7	Recalculate all totals immediately after a value is changed.		
8	All historical employee time and attendance information, including any adjustments, shall be available online for audit or review purposes.		
9	Allow historical time/attendance edits by the payroll administrators.		
10	Allow manager to make edits that impact a large group of employees.		
11	Support pay or leave incentives based on user-defined conditions.		
12	Support floating holidays and multiple work calendars.		

6.0 INTERACTIVE VIEWS AND NAVIGATION

	Requirement	Y	N
1	The system shall provide interactive exception and summary views for common tasks or processes with the capability to drill down on specific employee's records.		
2	The system shall provide the ability to perform actions on employee data within the interactive views, such as edits to timecards and schedules, based on security level of requestor.		
3	The system shall provide the ability for the user to configure the interactive views with user-defined columns and selection criteria.		
4	The system shall provide flexible sort capability within the interactive views.		
5	The system shall provide the ability to multi-select employees within the interactive view and perform group edits.		
6	The system shall provide the ability to configure interactive views for manager and assign a default view based on manager role.		

7.0 SCHEDULING

	Requirement	Y	N
1	The system shall have the ability to schedule employees with variable work schedules down to the quarter hour.		
2	The system shall allow employees to see schedules online, through mobile, or at data collection terminals.		
3	The system shall allow for the scheduling of employees for specific activities or projects.		
4	The system shall send out an automatic email notification if a change has been made that impacts the employee's work schedule within the next 72 hours.		
5	The system shall allow managers or administrators the ability to add or change an entire work group's schedule online and make the changes visible in real time.		
6	The system shall be able to assign work locations as well as work schedules that may be variable and change frequently.		
7	The system shall permit employees to request time off and provide a vehicle to notify employees of time off decisions.		
	The following requirements are specific to roster-based scheduling for public safety and other applications.		
8	System shall provide an integrated telephony system that accommodates inbound and outbound communication that includes: user leave requests and overtime sign-up, messaging, overtime offers, and the ability for supervisors to approve leave requests.		

	Requirement	Y	N
9	The system must allow the agency to create and edit business rules to govern all scheduling and leave issues applicable to full and part-time personnel in multiple collective bargaining contracts.		
10	The system must allow user-defined and editable business rules to govern leave policies, set schedules, set staffing levels, fill vacancies, handle off-duty work schedules, call out for specialty units, and other types of circumstances that impact scheduling.		
11	The system must provide employees and managers full functionality access to their schedules and the ability to expedite work tasks via the web and mobile devices.		
12	The system must allow employees to submit time-off requests via telephone, email, mobile device, tablet, and web.		
13	System shall provide each employee a graphical and user-friendly scheduling calendar that reflects: Working schedule Time off Paydays Shift trades Holidays FLSA Overtime opportunities		
14	System shall create customizable working assignments and schedules up to at least a year in advance.		
15	System must accommodate user-defined simple and complex rotational assignments comprised of differing start times and working days.		
16	The system must send an employee or group of employees a voice or electronic message, with receipt confirmation.		
17	The system shall enable employees to initiate and complete shift trades, ensuring proper specialty and rank coverage.		
18	The system must provide the ability for employees to sign up for additional work, including shift work and special events.		
19	System must provide a daily staffing roster that accommodates: Staffing by shift 6 organizational levels Special unit and event deployments Staffing by organization policies and procedures Track vacancies		
20	The system must provide real-time view of past, present, and future scheduling data and other relevant staffing details.		
21	The system must allow detailed constraints for each code such as advance notice or supervisor approval.		
22	System roster must enable the emergency deployment and scheduling of units with qualified personnel in accordance to department scheduling rules and procedures.		
23	System roster must enable authorized users to fill vacancies in accordance to department policy and procedures.		

	Requirement	Y	N
24	The system must have an alert system that reacts to vacancies caused by work exceptions and identify the appropriate replacement personnel.		
25	The system must ensure employees cannot work more hours than allowed by law. For example, an employee who worked over 18 hours in a day (both regular and overtime) can be flagged and denied additional work.		
26	The system must administer and track forced overtime in accordance to organization scheduling policies.		
27	The system must consider differences in staffing policies based on the type of position to be staffed. For example, the system must qualify, sort, and contact employees in order for a position that requires the employee to hold a training certification.		
28	The system must isolate and manage the scheduling of multiple institutions whose staffing and employee management rules and procedures differ.		
29	The system must allow both approval and denial of requests or shift trades, including notification of these statuses.		
30	The system must provide a full reportable audit of all edits, employee contacts for overtime offers, rules application to fill vacancies, and all other scheduling events.		
31	System must call qualified employees for vacant positions, including overtime positions, over the telephone without human intervention. This automatic call out can be interrupted by qualified user.		
32	The system provides a flexible and configurable bidding module that can manage multiple bid methods within the same organization.		
33	System provides the ability to manage leave bidding using a consistent method based upon union rules/compensation contracts.		
34	System provides the ability to manage assignment bidding using a consistent method based upon union rules/compensation contracts.		
35	System directly and seamlessly updates the results of the bidding process into the schedules and rosters of the system.		
36	When awarding leave and assignments based within a bidding environment, the system can take into consideration variables such as: Seniority rules Employee's specialty and/or rank Maximum allowable number off in each specialty Maximum allowable employees off each shift		
37	The system must integrate with third-party CAD and RMS solutions.		
38	The system must integrate with the proposed time and labor management solutions.		
39	The system must support the export of payroll data, staffing information, assignment information, and user login information.		
40	The system must provide standard reporting, and allow custom report development		
41	The system must include standard FEMA reporting		

8.0 MISCELLANEOUS AND REPORTING

	Requirement	Y	N
1	The system shall support changes in government regulations which occur over time.		
2	The system shall be compatible with Microsoft Outlook and common web browsers.		
3	The system shall permit employees to request time off and provide a vehicle to notify employees of time off decisions.		
4	The system shall provide email notifications when time cards are due, need review, or are approved. The system shall send reminders if time card tasks are not performed in a timely manner.		
5	The system shall track absences, tardies, or leave for review by managers.		
6	The system shall provide an on-premise report to show a list of all employees in case of emergency, weather event, etc.		
7	The system shall include analytics capabilities to show employee workforce trends (absences, perfect attendance, etc.) metrics.		
8	The analytics capabilities must include pre-built metrics for workforce management, including metrics for absenteeism, accruals, actual hours and costs, projected hours and costs, punch transaction compliance, attendance, overtime, scheduled hours and cost, grant appropriation initial allocation and % used, and leave balances. Please supply a list of all standard metrics included.		
9	Thresholds must be able to be defined for all metrics, and conditional formatting applied to highlight those performance measures outside of the organizational standard.		
10	The analytics solution must include prebuilt dashboards and reports to provide detailed information about workforce performance, including absenteeism, overtime, productivity, and leave liability. Please supply a list of all included analytics reports.		
11	Information from other systems must be able to be imported into the analytics solution and reported against labor metrics.		
12	Reports can be exported in multiple formats such as Word, Excel, or PDF. The system shall provide a bank of popular or saved searches.		
13	The system shall allow managers to assign task codes to employees to ease time entry and ensure time is charged to the correct tasks (i.e. attending a training session).		
14	The system shall allow searches on multiple criteria such as type of leave, task code, work group, location, or FMLA.		
15	The system shall be able to support employees working in multiple jobs or departments during a pay cycle.		
16	The workforce management system must have an integration framework to facilitate integration with HR, Payroll, Financials, Asset Management, and other business solutions.		

	Requirement	Y	N
17	The solution must include documented APIs to facilitate the integration of data and processes through web services and other methods.		
18	The solution must include a standard configurable integration tool that provides for the extraction, transformation, and formatting of data required for the workforce management system and other business systems.		
19	This integration tool must include pre-built templates for common business systems, with the flexibility to modify those templates easily.		
20	The system shall provide a mechanism to automatically update employee's work location, title, assigned job, or rate of pay when changes are made to the HR system.		
21	The system shall be able to produce exceptions reports, workers comp reports, FML reports, overtime reports, and unpaid leave reports. Reports can be exported into multiple formats and separated by date range, employee work group, location pay code, or status.		
22	The system shall be able to support single sign-on capabilities and interface with the agency's password and username scheme.		
23	The system shall allow system administrators the ability to override system policies.		

9.0 PROFESSIONAL SERVICES

	Requirement	Y	N
1	The selected vendor's implementation methodology shall include a pre-configured model of the Workforce Management solution(s) based on best practice recommendations that will be leveraged at the start of a project when beginning the assessment phase.		
2	The selected vendor's pre-configured working model shall have the ability to be modified during the requirements gathering sessions to capture customer requirements "on the fly".		
3	The pre-configured working model of the Workforce Management solution(s) shall contain best practices industry specific configurations, including standard pay policies, schedule rules, leave policies, workflows, user profiles and other configurations.		
4	The selected vendor's implementation methodology shall include an online tool that the project teams can access throughout the lifecycle of an implementation that provides project updates, communication, online feedback, and serves as a repository for all project documentation.		

	Requirement	Y	N
5	The selected vendor shall provide recommended best practice test cases and scenarios that are specific to identified solutions within the Workforce Management application.		
6	The selected vendor shall provide an online test tool that can be leveraged by customer's team members in completing their testing phase of the implementation lifecycle.		
7	The selected vendor shall provide the ability to automate standard Workforce Management solution test cases. This automation shall include the ability to populate punches, punch data and provide the expected outcomes automatically, thus reducing manual input.		
8	The selected vendor's Workforce Management training is delivered online in a virtual live training class		
9	The selected vendor's Workforce Management training is delivered as self-paced thru training content downloadable by the customer		
10	The selected vendor, as part of the implementation methodology, shall provide Change Management and User Adoption templates and/or job aids using best practice recommendations.		

ATTACHMENT B- REFERENCES

Please list five (5) Workforce Management contracts that are representative of your firm's work and services. Public agency contract references are preferred. Referenced projects must have been ongoing for at least one (1) year or completed within the last three (3) years. If additional space is required, provide on a separate sheet.

Reference 1

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 2

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 3

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 4

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 5

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

ATTACHMENT C – COST PROPOSAL

COST PROPOSAL FORM	
<i>SECTION A</i> <i>Discount by Category</i>	
DESCRIPTION OF PRODUCT/SERVICE	Discount %
<i>(Insert additional lines as appropriate to adequately itemize all costs.)</i>	
Software (insert more lines as needed)	
Hardware	
Professional Services	
Training	
Cloud Hosting Services	
Renewals	
Ongoing Maintenance	
Discounts for volume (i.e. price breaks for number of employees, etc.)	
Any additional pricing incentives, discounts or rebates such as for large volume purchases, bundled services, etc.)	

The Remainder of this page is intentionally left blank.

COST PROPOSAL FORM (CONT'D)

SECTION B
Sample Pricing Scenario

Provide itemized costs for all items necessary to perform work in the Sample Pricing Scenario described below.

DESCRIPTION OF PRODUCT/SERVICE	COST
<i>(Insert additional lines as appropriate to adequately itemize all costs.)</i>	
Software	
Hardware	
Implementation	
Training (daily rate)	
Other Costs:	
Total	\$

Sample Pricing Scenario

BACKGROUND DESCRIPTION: A County has 5000 employees with 50 locations/buildings. IT technicians service five locations each. With no physical base location, they report directly to one of their five service areas, and will typically report to 3-5 of these locations. These employees shall be able to report, or “clock-in” and “clock-out” from multiple work locations within the County. They shall be able to tend to related HR functions, such as request leave and verify pay period attendance from multiple locations.

Purpose: The objective is to determine the feasibility of using a third party system as a Time and Attendance solution that will satisfy the needs of this County. We are seeking a complete solution that will both accommodate and improve upon our business processes.

Hardware: Proposals shall include the cost of hardware necessary (punch terminals, swipe terminals, etc.) to support touch screen technology, biometric technology, and badge swipe technology for employees to “clock in” or “clock out” at 50 locations. Proposals shall include a full description of the hardware proposed, as well as all related cabling costs. Proposals shall include the option for employees to “clock in” or “clock out” at multiple work locations in the County.

Offeror shall provide a detailed list of all costs associated with the Sample Pricing Scenario on the Cost Proposal Form. **All pricing submitted must be inclusive of all fees and service charges.**