



County of Santa Clara
Office of the County Executive
Procurement Department
2310 N. First Street Suite 201
San Jose, CA 95131-1040
Telephone 408-491-7400 • Fax 408-491-7496

**THIRD AMENDMENT TO AGREEMENT 5500002708
BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND KRONOS, INC.**

This is the Third Amendment to the Agreement between the County of Santa Clara (County) and Kronos, Inc (Kronos) (Contractor) entered into on February 17, 2016 to provide Kronos Workforce Management System hardware and software, and related maintenance, support and services for the County.

This Agreement is amended as follows effective December 29, 2017:

1. Key Provision, **AUTHORIZED USER**, is revised to add:

Probation Department
2314 North First Street
San Jose, CA 95131

Contact:

Evelyn Launius, Probation Executive IT Director
(408) 468-1623
Evelyn.Launius@pro.sccgov.org

2. Replace **EXHIBIT D-1** with **EXHIBIT D-2, Public Sector Pricebook** attached hereto and incorporated herein by this reference.
3. Add **EXHIBIT I, Workforce Telestaff Pricing Summary and Statement of Work**, attached hereto and incorporated herein by this reference.
4. The new US COMMUNITIES/KRONOS AGREEMENT #14-JLR-003, RENEWAL #1, EXHIBIT A, SECTIONS A AND B mentioned in the First Amendment executed on March 18, 2017 will be referenced as **EXHIBIT B** for this Agreement. **EXHIBIT B** is replaced with **EXHIBIT B-1, US COMMUNITIES/KRONOS AGREEMENT #14-JLR-003 RENEWAL #1**, attached hereto and incorporated herein by this reference.
5. Add **EXHIBIT B-1-1, ADDENDUM TO EXHIBIT B-1 IN ACCORDANCE WITH THE U.S. COMMUNITIES CONTRACT #14-JLR-003**, attached hereto and incorporated herein by this reference.
6. Section 67 of **EXHIBIT A, COUNTY OF SANTA CLARA eSTANDARD TERMS AND CONDITIONS FOR AGREEMENT FOR GOODS AND RELATED SERVICES** is revised to now read:

67. ORDER OF PRECEDENCE

In the event of conflict between the terms and conditions of any of the documents comprising, related to, or participating in the Agreement, the following order of precedence will control:

1. County of Santa Clara Agreement 5500002708 Exhibits A, D, E, F, G and H.
2. Exhibit B – US Communities/Kronos Agreement #14-JLR-003, Renewal #1, Exhibit A, All Sections.
3. Exhibit C – Supplemental US Communities/Kronos Terms and Conditions

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by: Martin Coronel 408-491-7467 or Martin.Coronel@prc.sccgov.org

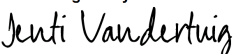
The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

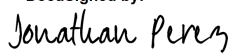
COUNTY OF SANTA CLARA

DocuSigned by:


 2B882DFCD86B4D2...
 12/28/2017
 Caroline Kho Date
 Sr. IT Procurement Manager / SBITC

DocuSigned by:

 B701A9BAF88A4B8...
 12/28/2017
 Jenti Vandertuig Date
 Director of Procurement

CONTRACTOR

DocuSigned by:

 9796D4BACB244AE...
 By: Jonathan Perez
 Print: Jonathan Perez
 Title: Order Processing Analyst
 Date: 12/28/2017

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

 797E74E07E8345C...
 12/28/2017
 Robert Nakamae Date
 Deputy County Counsel

- Attachments: EXHIBIT D-2: Public Sector Pricebook
 EXHIBIT I: Pricing Summary and Statement of Work
 EXHIBIT B-1: U.S. COMMUNITIES/KRONOS AGREEMENT #14-JLR-003
 RENEWAL #1
 EXHIBIT B-1-1: ADDENDUM TO EXHIBIT B-1 IN ACCORDANCE WITH THE U.S.
 COMMUNITIES CONTRACT #14-JLR-003

EXHIBIT D-2



Public Sector Pricebook - REV10272016

* Discount is based on quantities purchased at one time, not cumulative *ee referenced below is an abbreviation for employee (i.e. 1-100ee is 1 to 100 employees)

Item Description	Pricelist Name	List Price	Discount %		Final Price		Discount %		Final Price	
			≤4,999 ee	5,000-9,999ee	Final Price	Discount %	Final Price	Discount %	Final Price	
Workforce Central										
WORKFORCE TIMEKEEPER V7 or V8	Workforce	\$ 59.00	39%	41%	\$ 35.99	41%	\$ 34.81	43%	\$ 33.63	
WORKFORCE MANAGER V7 or V8	Workforce	\$ 462.00	39%	41%	\$ 281.82	41%	\$ 272.58	43%	\$ 263.34	
WORKFORCE ACTIVITIES V7 or V8	Workforce	\$ 70.00	39%	41%	\$ 42.70	41%	\$ 41.30	43%	\$ 39.90	
WORKFORCE ANALYTICS FOR Public Sector V7 or V8	Workforce	\$ 80.00	39%	41%	\$ 48.80	41%	\$ 47.20	43%	\$ 45.60	
WORKFORCE SCHEDULER V7 or V8	Workforce	\$ 65.00	39%	41%	\$ 39.65	41%	\$ 38.35	43%	\$ 37.05	
WORKFORCE RECORD MANAGER V7	Workforce	\$ 6.00	39%	41%	\$ 3.66	41%	\$ 3.54	43%	\$ 3.42	
WORKFORCE ENTERPRISE ARCHIVE V8 (REPLACES WORKFORCE RECORD MANAGER V7)	Workforce	\$ 6.00	39%	41%	\$ 3.66	41%	\$ 3.54	43%	\$ 3.42	
WORKFORCE ABSENCE MANAGER V7 OR V8	Workforce	\$ 51.00	39%	41%	\$ 31.11	41%	\$ 30.09	43%	\$ 29.07	
WORKFORCE INTEGRATION MANAGER V7 OR V8	Workforce	\$ 13.00	39%	41%	\$ 7.93	41%	\$ 7.67	43%	\$ 7.41	
WORKFORCE ANALYTICS V7 OR V8	Workforce	\$ 55.00	39%	41%	\$ 33.55	41%	\$ 32.45	43%	\$ 31.35	
WORKFORCE EMPLOYEE V7 OR V8	Workforce	\$ 40.00	39%	41%	\$ 24.40	41%	\$ 23.60	43%	\$ 22.80	
WORKFORCE ATTESTATION TOOL KIT V7 OR V8	Workforce	\$ 15.00	39%	41%	\$ 9.15	41%	\$ 8.85	43%	\$ 8.55	
WORKFORCE LEAVE V7 OR V8	Workforce	\$ 46.00	39%	41%	\$ 28.06	41%	\$ 27.14	43%	\$ 26.22	
WORKFORCE ATTENDANCE V7 OR V8	Workforce	\$ 23.00	39%	41%	\$ 14.03	41%	\$ 13.57	43%	\$ 13.11	
WORKFORCE ACCRUALS V7 OR V8	Workforce	\$ 23.00	39%	41%	\$ 14.03	41%	\$ 13.57	43%	\$ 13.11	
WORKFORCE MOBILE MANAGER V7 OR V8	Workforce	\$ 65.00	39%	41%	\$ 39.65	41%	\$ 38.35	43%	\$ 37.05	
WORKFORCE TABLET V7 OR V8	Workforce	\$ 99.00	39%	41%	\$ 60.39	41%	\$ 58.41	43%	\$ 56.43	
WORKFORCE MOBILE EMPLOYEE V7 OR V8	Workforce	\$ 8.00	39%	41%	\$ 4.88	41%	\$ 4.72	43%	\$ 4.56	
Workforce HR/PR Administrator V7 OR V8	Workforce	\$ 420.00	39%	41%	\$ 256.20	41%	\$ 247.80	43%	\$ 239.40	
Workforce HR V7 OR V8	Workforce	\$ 68.25	39%	41%	\$ 41.63	41%	\$ 40.27	43%	\$ 38.90	
Workforce Payroll V7 OR V8	Workforce	\$ 68.25	39%	41%	\$ 41.63	41%	\$ 40.27	43%	\$ 38.90	
Workforce Employee HR/PR V7 OR V8	Workforce	\$ 36.75	39%	41%	\$ 22.42	41%	\$ 21.68	43%	\$ 20.95	
Workforce Manager HR/PR V7 OR V8	Workforce	\$ 210.00	39%	41%	\$ 128.10	41%	\$ 123.90	43%	\$ 119.70	
Workforce Payroll ADP Interface V7 OR V8(Site License)	Workforce	\$ 7,500.00	39%	41%	\$ 4,575.00	41%	\$ 4,425.00	43%	\$ 4,275.00	
Workforce Payroll Ceridian Interface V7 OR V8 (Site License)	Workforce	\$ 25,000.00	39%	41%	\$ 15,250.00	41%	\$ 14,750.00	43%	\$ 14,250.00	
QUICK TIME STAMP OFFLINE V7 OR V8	Workforce	\$ 25.00	39%	41%	\$ 15.25	41%	\$ 14.75	43%	\$ 14.25	
Workforce Budgeting V7 or V8	Workforce	\$ 65.00	39%	41%	\$ 39.65	41%	\$ 38.35	43%	\$ 37.05	
Workforce Task Management V7 or V8	Workforce	\$ 45.00	39%	41%	\$ 27.45	41%	\$ 26.55	43%	\$ 25.65	
Workforce Tips & Tokens V7 or V8	Workforce	\$ 20.00	39%	41%	\$ 12.20	41%	\$ 11.80	43%	\$ 11.40	
Workforce Forecast Manager for Healthcare V7 or V8 - BAA Required	Workforce	\$ 9.00	39%	41%	\$ 5.49	41%	\$ 5.31	43%	\$ 5.13	
Workforce Workload Manager for Healthcare V7 or V8 - BAA Required	Workforce	\$ 35.00	39%	41%	\$ 21.35	41%	\$ 20.65	43%	\$ 19.95	
Workforce Target Intelligence for Healthcare V7 or V8 - BAA Required	Workforce	\$ 20.00	39%	41%	\$ 12.20	41%	\$ 11.80	43%	\$ 11.40	
Technical Account Management TIMEKEEPER V7 OR V8 (one TAM per Solution)	Workforce TAM	\$ 65,000.00	39%	41%	\$ 39,650.00	41%	\$ 38,350.00	43%	\$ 37,050.00	
Timelink Direct Edition Server V5 For Intouch	Workforce	\$ 16,985.00	39%	41%	\$ 10,360.85	41%	\$ 10,021.15	43%	\$ 9,681.45	
Timelink Direct Edition Workforce Access License For Intouch	Workforce	\$ 17.00	39%	41%	\$ 10.37	41%	\$ 10.03	43%	\$ 9.69	
Timelink Direct Edition Weblock User License For Intouch	Workforce	\$ 15.00	39%	41%	\$ 9.15	41%	\$ 8.85	43%	\$ 8.55	
Timelink Connector For Intouch - Generic	Workforce	\$ -	39%	41%	\$ -	41%	\$ -	43%	\$ -	
Timelink Connector For Intouch - Sap Cats 2000+ Users	Workforce	\$ -	39%	41%	\$ -	41%	\$ -	43%	\$ -	
Timelink Connector For Intouch - Sap Cats Under 2000 Users	Workforce	\$ -	39%	41%	\$ -	41%	\$ -	43%	\$ -	
Timelink Connector For Intouch - Sap Pdc Hr 2000+ Users	Workforce	\$ -	39%	41%	\$ -	41%	\$ -	43%	\$ -	
Timelink Connector For Intouch - Sap Pdc Hr Under 2000 Users	Workforce	\$ -	39%	41%	\$ -	41%	\$ -	43%	\$ -	
Timelink Connector For Intouch - Sap Pdc Hr /Pp 2000+ Users	Workforce	\$ -	39%	41%	\$ -	41%	\$ -	43%	\$ -	
Timelink Connector For Intouch - Sap Pdc Hr /Pp Under 2000 Users	Workforce	\$ -	39%	41%	\$ -	41%	\$ -	43%	\$ -	
Workforce Central SaaS - SEE Also Cloud 2*										
			≤2,499ee			2,500-4,999ee		≥5,000ee		
Price +	Workforce Timekeeper v7 or v8 - per employee per month (Timekeeper, Employee, Manager, Integration Manager, Mobile Employee and Mobile Manager) * Timekeeper to Manager Ratio is 10:1	SaaS	\$ 7.00	48%	\$ 3.64	52%	\$ 3.36	56%	\$ 3.08	
Price +	Managers for Workforce Central v7 or v8 - per Mgr per month (Capacity Increase Add/On)	SaaS	\$ 25.00	48%	\$ 13.00	52%	\$ 12.00	56%	\$ 11.00	
	Workforce Accruals v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 1.00	48%	\$ 0.52	52%	\$ 0.48	56%	\$ 0.44	
Add	Workforce Employee v7 or v8 - per employee per month	SaaS	\$ 1.50	48%	\$ 0.78	52%	\$ 0.72	56%	\$ 0.66	
	Quick Time Stamp Offline v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 0.50	48%	\$ 0.26	52%	\$ 0.24	56%	\$ 0.22	
	Workforce Attestation v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 0.50	48%	\$ 0.26	52%	\$ 0.24	56%	\$ 0.22	
	Workforce Record Manager v7 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 0.30	48%	\$ 0.16	52%	\$ 0.14	56%	\$ 0.13	
	Workforce Enterprise Archive v8 - per emp per month (Capacity Increase Add/On) - Replaces WFC Record Mgr v7	SaaS	\$ 0.30	48%	\$ 0.16	52%	\$ 0.14	56%	\$ 0.13	
	Workforce Scheduler v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 2.50	48%	\$ 1.30	52%	\$ 1.20	56%	\$ 1.10	
	Workforce Analytics for Public Sector v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 2.50	48%	\$ 1.30	52%	\$ 1.20	56%	\$ 1.10	
	Workforce Analytics v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 2.50	48%	\$ 1.30	52%	\$ 1.20	56%	\$ 1.10	
	Workforce Activities v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 2.50	48%	\$ 1.30	52%	\$ 1.20	56%	\$ 1.10	
Add	Workforce Leave v7 or v8 - per employee per month	SaaS	\$ 2.00	48%	\$ 1.04	52%	\$ 0.96	56%	\$ 0.88	
	Workforce Absence Manager v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 2.50	48%	\$ 1.30	52%	\$ 1.20	56%	\$ 1.10	
	Workforce Attendance v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 1.00	48%	\$ 0.52	52%	\$ 0.48	56%	\$ 0.44	
Add	Workforce Integration Manager v8 - per employee per month	SaaS	\$ 1.00	48%	\$ 0.52	52%	\$ 0.48	56%	\$ 0.44	
Add	Workforce Task Management v8 - per employee per month	SaaS	\$ 2.50	48%	\$ 1.30	52%	\$ 1.20	56%	\$ 1.10	
Add	Workforce Mobile Employee v8 - per employee per month	SaaS	\$ 0.75	48%	\$ 0.39	52%	\$ 0.36	56%	\$ 0.33	
Add	Workforce Mobile Manager v8 - per employee per month	SaaS	\$ 3.50	48%	\$ 1.82	52%	\$ 1.68	56%	\$ 1.54	
Add	Workforce Forecast Manager v8 - per employee per month	SaaS	\$ 2.50	48%	\$ 1.30	52%	\$ 1.20	56%	\$ 1.10	
Add	Workforce Budgeting v8 - per employee per month	SaaS	\$ 2.50	48%	\$ 1.30	52%	\$ 1.20	56%	\$ 1.10	
Add	Workforce Tips & Tokens v8 - per employee per month	SaaS	\$ 0.50	48%	\$ 0.26	52%	\$ 0.24	56%	\$ 0.22	
	Workforce Tablet v7 or v8 - per employee per month (Capacity Increase Add/On)	SaaS	\$ 1.00	48%	\$ 0.52	52%	\$ 0.48	56%	\$ 0.44	
Add	Workforce Forecast Manager for Healthcare V8 - per employee per month (Capacity Increase Add/On) - BAA Required	SaaS	\$ 0.50	48%	\$ 0.26	52%	\$ 0.24	56%	\$ 0.22	



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Add	Workforce Target Intelligence for Healthcare V8 - per employee per month (Capacity Increase Add/On) - BAA Required	SaaS	\$	0.75	48%	\$	0.39	52%	\$	0.36	56%	\$	0.33
Add	Workforce Workload Manager for Healthcare V8 - per employee per month (Capacity Increase Add/On) - BAA Required	SaaS	\$	1.25	48%	\$	0.65	52%	\$	0.60	56%	\$	0.55
Add	Workforce Extensions for Healthcare Encryption Gateway for Kronos Cloud - BAA Required	SaaS	\$	-	-	\$	-	-	\$	-	-	\$	-
Add	Workforce TeleStaff Enterprise V6 BUNDLE (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contact Manager) - per Employee per Month - NOTE ONLY AVAILABLE TO NET NEW TELESTAFF CUSTOMERS	SaaS	\$	8.28	48%	\$	4.31	52%	\$	3.97	56%	\$	3.64
Add	WORKFORCE TELESTAFF BLUEPRINTS V6 - per employee - per month	SaaS	\$	1.00	46%	\$	0.54	52%	\$	0.48	56%	\$	0.44
	WORKFORCE TELESTAFF ENTERPRISE V4, V5 OR V6 per employee per month (Capacity Increase Add-On)	SaaS	\$	5.00	48%	\$	2.60	52%	\$	2.40	56%	\$	2.20
	WORKFORCE TELESTAFF INSTITUTION FOCUS V4, V5 OR V6 per employee per month (Capacity Increase Add/On)	SaaS	\$	0.75	48%	\$	0.39	52%	\$	0.36	56%	\$	0.33
	WORKFORCE TELESTAFF GLOBAL ACCESS V4, V5 OR V6 per employee per month (Capacity Increase Add-On)	SaaS	\$	1.00	48%	\$	0.52	52%	\$	0.48	56%	\$	0.44
	WORKFORCE TELESTAFF GATEWAY MANAGER V4, V5 OR V6 per month (Capacity Increase Add/On)	SaaS	\$	150.00	48%	\$	78.00	52%	\$	72.00	56%	\$	66.00
	WORKFORCE TELESTAFF GATEWAY MANAGER V4, V5 OR V6 interface to WFC V6/V7/V8	SaaS	\$	-	48%	\$	-	52%	\$	-	56%	\$	-
	WORKFORCE TELESTAFF CONTACT MANAGER V4, V5 OR V6 per employee per month (Capacity Increase Add/On)	SaaS	\$	0.50	48%	\$	0.26	52%	\$	0.24	56%	\$	0.22
	WORKFORCE TELESTAFF BIDDING V4, V5 or V6 per employee per month (Capacity Increase Add/On)	SaaS	\$	2.00	48%	\$	1.04	52%	\$	0.96	56%	\$	0.88
	WORKFORCE INTEGRATION MANAGER V7 OR V8 to TELESTAFF V2/V4/V5/V6	SaaS	\$	-	48%	\$	-	52%	\$	-	56%	\$	-
	WORKFORCE TELETIME IP V7 or V8, BASE SYSTEM, 5 LINES - per month	SaaS	\$	1,000.00	48%	\$	520.00	52%	\$	480.00	56%	\$	440.00
	WORKFORCE TELETIME IP V7 or V8, ADD'L LINE, LINES 6-10 - per month	SaaS	\$	150.00	48%	\$	78.00	52%	\$	72.00	56%	\$	66.00
	WORKFORCE TELETIME IP V7 or V8, ADD'L LINE, LINES 11+ - per month	SaaS	\$	50.00	48%	\$	26.00	52%	\$	24.00	56%	\$	22.00
	WORKFORCE TELETIME IP V7 or V8, BASE SYSTEM, 5 LINES, 2ND LANGUAGE - per month	SaaS	\$	150.00	48%	\$	78.00	52%	\$	72.00	56%	\$	66.00
	WORKFORCE TELETIME IP V7 or V8, ADD'L LINE, LINES 6-10, 2ND LANGUAGE - per month	SaaS	\$	15.00	48%	\$	7.80	52%	\$	7.20	56%	\$	6.60
	WORKFORCE TELETIME IP V7 or V8, ADD'L LINE, LINES 11+, 2ND LANGUAGE - per month	SaaS	\$	7.50	48%	\$	3.90	52%	\$	3.60	56%	\$	3.30
	WORKFORCE TELETIME IP V7 or V8, BASE SYSTEM, 5 LINES, 3RD LANGUAGE - per month	SaaS	\$	150.00	48%	\$	78.00	52%	\$	72.00	56%	\$	66.00
	WORKFORCE TELETIME IP V7 or V8, ADD'L LINE, LINES 6-10, 3RD LANGUAGE - per month	SaaS	\$	15.00	48%	\$	7.80	52%	\$	7.20	56%	\$	6.60
	WORKFORCE TELETIME IP V7 or V8, ADD'L LINE, LINES 11+, 3RD LANGUAGE - per month	SaaS	\$	7.50	48%	\$	3.90	52%	\$	3.60	56%	\$	3.30
Price +	Workforce Human Resources V7 or V8 - per month	SaaS	\$	7.00	48%	\$	3.64	52%	\$	3.36	56%	\$	3.08
Price +	Workforce Payroll V7 or V8 - per month	SaaS	\$	7.00	48%	\$	3.64	52%	\$	3.36	56%	\$	3.08
Add	Workforce HR/Payroll Administrator v8 - per employee per month	SaaS	\$	20.00	48%	\$	10.40	52%	\$	9.60	56%	\$	8.80
Add	Workforce HR/Payroll Employee v8 - per employee per month	SaaS	\$	1.50	48%	\$	0.78	52%	\$	0.72	56%	\$	0.66
Add	Workforce HR/Payroll Manager v8 per Manager per month	SaaS	\$	10.00	48%	\$	5.20	52%	\$	4.80	56%	\$	4.40
Add	KSS Tool Attestation Tool Kit v8 - per employee per month	SaaS	\$	0.50	48%	\$	0.26	52%	\$	0.24	56%	\$	0.22
Add	KSS Tool FT-PT Analysis Report v8 - per month	SaaS	\$	250.00	48%	\$	130.00	52%	\$	120.00	56%	\$	110.00
Add	KSS Tool Timecard Confirmation v8 - per month	SaaS	\$	200.00	48%	\$	104.00	52%	\$	96.00	56%	\$	88.00
Add	KSS Tool Kronos Time Capture for Cisco v8 - per employee per month	SaaS	\$	1.50	48%	\$	0.78	52%	\$	0.72	56%	\$	0.66

	Item Description	Pricelist Name	List Price	Discount %	Final Price					
	Workforce Ready									
	Workforce Ready Time Keeping Per Employee Per Month	Workforce Ready	\$ 5.00	37%	\$ 3.15					
	Workforce Ready Accruals Per Employee Per Month	Workforce Ready	\$ 1.00	37%	\$ 0.63					
	Workforce Ready Payroll Pay Statements Per Employee Per Month	Workforce Ready	\$ 5.00	37%	\$ 3.15					
	Workforce Ready HR Per Employee Per Month	Workforce Ready	\$ 5.00	37%	\$ 3.15					
	Workforce Ready ACA Manager Per Employee Per Month	Workforce Ready	\$ 0.50	37%	\$ 0.32					
	Workforce Ready Leave Per Employee Per Month	Workforce Ready	\$ 1.50	37%	\$ 0.95					
	Mastertax Admin License	Workforce Ready	\$ 70.00	37%	\$ 44.10					
	Mastertax Employee Licenses (per 40 EE)	Workforce Ready	\$ 7.00	37%	\$ 4.41					
	Mastertax Year End Fee License (per 40 EE)	Workforce Ready	\$ 10.00	37%	\$ 6.30					
	Workforce Ready Rental InTouch, H3 Standard Enclosure, with Bar Code Badge Reader	Workforce Ready	\$ 150.00	37%	\$ 94.50					
	Workforce Ready Rental InTouch, H3 Standard Enclosure, with Magnetic Stripe Card Reader	Workforce Ready	\$ 150.00	37%	\$ 94.50					
	Workforce Ready Rental InTouch, H3 Standard Enclosure, with HID Proximity Card Reader	Workforce Ready	\$ 160.00	37%	\$ 100.80					
Add	Workforce Ready Rental InTouch, H3 Standard Enclosure, with EM4102 Proximity Card Reader	Workforce Ready	\$ 160.00	37%	\$ 100.80					
Add	Workforce Ready Rental InTouch, H3 Standard Enclosure, with Smart Card Reader	Workforce Ready	\$ 170.00	37%	\$ 107.10					
Add	Workforce Ready Rental Touch ID Plus Biometric Option for InTouch H3	Workforce Ready	\$ 50.00	37%	\$ 31.50					
Add	Workforce Ready Rental Touch ID Biometric Option for InTouch H3	Workforce Ready	\$ 40.00	37%	\$ 25.20					

	Item Description	Pricelist Name	List Price	Discount %	Final Price	Discount %	Final Price	Discount %	Final Price
	Workforce Telestaff					≤4,999 ee		≥10,000ee +	
	TELESTAFF ENTERPRISE V2, V4, V5 or V6	Telestaff	\$ 140.00	39%	\$ 85.40	41%	\$ 82.60	43%	\$ 79.80
	TELESTAFF AUCTIONS V2	Telestaff	\$ 50.00	39%	\$ 30.50	41%	\$ 29.50	43%	\$ 28.50
	TELESTAFF BIDDING V4, V5 OR V6 - (FORMERLY TELESTAFF AUCTIONS V2)	Telestaff	\$ 50.00	39%	\$ 30.50	41%	\$ 29.50	43%	\$ 28.50
	TELESTAFF DATABASE SYBASE LICENSE - BASE SERVER	Telestaff	\$ 125.00	39%	\$ 76.25	41%	\$ 73.75	43%	\$ 71.25
	TELESTAFF DATABASE SYBASE LICENSE - CONCURRENT LICENSE	Telestaff	\$ 125.00	39%	\$ 76.25	41%	\$ 73.75	43%	\$ 71.25
	TELESTAFF DATABASE SYBASE LICENSE - CPU	Telestaff	\$ 2,500.00	39%	\$ 1,525.00	41%	\$ 1,475.00	43%	\$ 1,425.00
	TELESTAFF WEB TIMECARD V2	Telestaff	\$ 2,500.00	39%	\$ 1,525.00	41%	\$ 1,475.00	43%	\$ 1,425.00
	TELESTAFF GATEWAY MANAGER V2, V4, V5 or V6	Telestaff	\$ 5,000.00	39%	\$ 3,050.00	41%	\$ 2,950.00	43%	\$ 2,850.00
	TELESTAFF REPORTING V2 & V4 (INCLUDED WITH THE SOFTWARE KIT FOR V4.1 AND BEYOND)	Telestaff	\$ 5,000.00	39%	\$ 3,050.00	41%	\$ 2,950.00	43%	\$ 2,850.00
	TELESTAFF WEB ACCESS V2 - TSG HOSTED	Telestaff	\$ 19.61	39%	\$ 11.96	41%	\$ 11.57	43%	\$ 11.18
	TELESTAFF INSTITUTION FOCUS V2, V4, V5 OR V6	Telestaff	\$ 20.00	39%	\$ 12.20	41%	\$ 11.80	43%	\$ 11.40
	TELESTAFF GATEWAY V2 I/F TO WFC V6/V7/V8	Telestaff	\$ -	39%	\$ -	41%	\$ -	43%	\$ -
	WORKFORCE TELESTAFF GLOBAL ACCESS V4, V5 OR V6	Telestaff	\$ 25.00	39%	\$ 15.25	41%	\$ 14.75	43%	\$ 14.25
	WORKFORCE TELESTAFF CONTACT MANAGER V4, V5 OR V6	Telestaff	\$ 15.00	39%	\$ 9.15	41%	\$ 8.85	43%	\$ 8.55
Add	Workforce TeleStaff Enterprise V6 BUNDLE (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contact Manager) - per Employee - NOTE ONLY AVAILABLE TO NET NEW TELESTAFF CUSTOMERS	Telestaff	\$ 170.00	39%	\$ 103.70	41%	\$ 100.30	43%	\$ 96.90
Add	Workforce TeleStaff Blueprints V6 - per Employee	Telestaff	\$ 15.00	39%	\$ 9.15	41%	\$ 8.85	43%	\$ 8.55

	Item Description	Pricelist Name	List Price	Discount %	Final Price	Discount %	Final Price	Discount %	Final Price
	Aspect Voxeo			≤4,999 ee		5,000-9,999ee		≥10,000ee +	



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ASPECT VOXEO PROPHECY LICENSE PER PORT (Platinum Support Only)		Aspect Voxeo	\$ 2,500.00	39%	\$ 1,525.00	41%	\$ 1,475.00	43%	\$ 1,425.00
ASPECT VOXEO PROPHECY SERVICE - USAGE-ASPECT (Per Minute Pricing Based on Usage - Invoices Monthly in Arrears)		Aspect Voxeo	\$ 0.13	1%	\$ 0.12	1%	\$ 0.12	1%	\$ 0.12
Item Description	Pricelist Name	List Price	Discount %	Final Price	Discount %	Final Price	Discount %	Final Price	
Hardware *Discounts are based on # of Terminals per transaction									
			1-24 Terminals		25-49 Terminals		50 + Terminals		
KRONOS INTOUCH H3 Standard Enclosure, with Bar Code Badge Reader	Hardware	\$ 3,595.00	27%	\$ 2,624.35	32%	\$ 2,444.60	36%	\$ 2,300.80	
KRONOS INTOUCH H3,Standard Enclosure, with Magnetic Stripe Card Reader	Hardware	\$ 3,745.00	27%	\$ 2,733.85	32%	\$ 2,546.60	36%	\$ 2,396.80	
KRONOS INTOUCH H3,Standard Enclosure, with HID Proximity Card Reader	Hardware	\$ 4,295.00	27%	\$ 3,135.35	32%	\$ 2,920.60	36%	\$ 2,748.80	
KRONOS INTOUCH H3, Standard Enclosure, with EM4102 Proximity Card Reader	Hardware	\$ 4,295.00	27%	\$ 3,135.35	32%	\$ 2,920.60	36%	\$ 2,748.80	
KRONOS INTOUCH H3, Standard Enclosure, with Smart Card Reader	Hardware	\$ 4,395.00	27%	\$ 3,208.35	32%	\$ 2,988.60	36%	\$ 2,812.80	
KRONOS INTOUCH H3, Slim Enclosure, with Magnetic Stripe Card Reader	Hardware	\$ 3,745.00	27%	\$ 2,733.85	32%	\$ 2,546.60	36%	\$ 2,396.80	
KRONOS INTOUCH H3, Slim Enclosure, with HID Proximity Card Reader	Hardware	\$ 4,295.00	27%	\$ 3,135.35	32%	\$ 2,920.60	36%	\$ 2,748.80	
KRONOS INTOUCH H3, Slim Enclosure, with EM4102 Proximity Card Reader	Hardware	\$ 4,295.00	27%	\$ 3,135.35	32%	\$ 2,920.60	36%	\$ 2,748.80	
KRONOS INTOUCH H3, Slim Enclosure, with Smart Card Reader	Hardware	\$ 4,395.00	27%	\$ 3,208.35	32%	\$ 2,988.60	36%	\$ 2,812.80	
<u>Additional Options Available for Kronos InTouch H3 Standard Enclosure</u>									
Add Kronos Touch ID Plus Biometric Option for InTouch H3	Hardware	\$ 1,200.00	27%	\$ 876.00	32%	\$ 816.00	36%	\$ 768.00	
Add Kronos Touch ID Biometric Option for InTouch H3	Hardware	\$ 1,200.00	27%	\$ 876.00	32%	\$ 816.00	36%	\$ 768.00	
Add Biometric Enrollment PreScan Pad for Touch ID Plus	Hardware	\$ 15.00	27%	\$ 10.95	32%	\$ 10.20	36%	\$ 9.60	
Add Wi-Fi Option Kit for H3 InTouch	Hardware	\$ 250.00	27%	\$ 182.50	32%	\$ 170.00	36%	\$ 160.00	
Add InTouch Linear Imager Bar Code Scanner Option	Hardware	\$ 735.00	27%	\$ 536.55	32%	\$ 499.80	36%	\$ 470.40	
Add InTouch Battery Backup Option	Hardware	\$ 290.00	27%	\$ 211.70	32%	\$ 197.20	36%	\$ 185.60	
Add InTouch H3 Transition Board Option (required if ordering one or more of the following options)	Hardware	\$ 100.00	27%	\$ 73.00	32%	\$ 68.00	36%	\$ 64.00	
Add InTouch Remote Bar Code Reader Option	Hardware	\$ 450.00	27%	\$ 328.50	32%	\$ 306.00	36%	\$ 288.00	
Add Universal Relay Option	Hardware	\$ 215.00	27%	\$ 156.95	32%	\$ 146.20	36%	\$ 137.60	
Add InTouch Remote HID MiniProx Reader Option	Hardware	\$ 525.00	27%	\$ 383.25	32%	\$ 357.00	36%	\$ 336.00	
Add InTouch Remote HID ProxPro Reader Option	Hardware	\$ 525.00	27%	\$ 383.25	32%	\$ 357.00	36%	\$ 336.00	
<u>Additional Options Available for Kronos InTouch H3 Slim Enclosure</u>									
Add Kronos Touch ID Plus Biometric Option for InTouch H3	Hardware	\$ 1,200.00	27%	\$ 876.00	32%	\$ 816.00	36%	\$ 768.00	
Add Kronos Touch ID Biometric Option for InTouch H3	Hardware	\$ 1,200.00	27%	\$ 876.00	32%	\$ 816.00	36%	\$ 768.00	
Add Biometric Enrollment PreScan Pad for Touch ID Plus	Hardware	\$ 15.00	27%	\$ 10.95	32%	\$ 10.20	36%	\$ 9.60	
Add InTouch Linear Imager Bar Code Scanner Option	Hardware	\$ 735.00	27%	\$ 536.55	32%	\$ 499.80	36%	\$ 470.40	
4500,FULL,NUM,PROX,EXP MEMORY	Hardware	\$ 3,995.00	27%	\$ 2,916.35	32%	\$ 2,716.60	36%	\$ 2,556.80	
4500,FULL,NUM,MAG,EXP MEMORY	Hardware	\$ 3,445.00	27%	\$ 2,514.85	32%	\$ 2,342.60	36%	\$ 2,204.80	
4500,FULL,NUM,B/C,EXP MEMORY	Hardware	\$ 3,295.00	27%	\$ 2,405.35	32%	\$ 2,240.60	36%	\$ 2,108.80	
4500,FULL,A/N,PROX,EXP MEMORY	Hardware	\$ 3,995.00	27%	\$ 2,916.35	32%	\$ 2,716.60	36%	\$ 2,556.80	
4500,FULL,A/N,MAG,EXP MEMORY	Hardware	\$ 3,445.00	27%	\$ 2,514.85	32%	\$ 2,342.60	36%	\$ 2,204.80	
4500,FULL,A/N,B/C,EXP MEMORY	Hardware	\$ 3,295.00	27%	\$ 2,405.35	32%	\$ 2,240.60	36%	\$ 2,108.80	
KRONOS HARDWARE ACCESSORIES AND SPARE PARTS	Hardware	Variable	27%	Variable	32%	Variable	36%	Variable	
Item Description	Pricelist Name	List Price	Discount %	Final Price	Discount %	Final Price	Discount %	Final Price	
Hardware Rentals *Discounts are based on # of Terminals per transaction									
			1-24 Terminals		25-49 Terminals		50 + Terminals		
Add Kronos InTouch 9000 H3, Standard, KR, B/C - per unit per month	Hardware	\$ 150.00	27%	\$ 109.50	32%	\$ 102.00	36%	\$ 96.00	
Add Kronos InTouch 9000 H3, Standard, Mag - per unit per month	Hardware	\$ 150.00	27%	\$ 109.50	32%	\$ 102.00	36%	\$ 96.00	
Add Kronos InTouch 9000 H3, Standard, HID Prox - per unit per month	Hardware	\$ 160.00	27%	\$ 116.80	32%	\$ 108.80	36%	\$ 102.40	
Add Kronos InTouch 9000 H3, Standard, EM4102 Prox - per unit per month	Hardware	\$ 160.00	27%	\$ 116.80	32%	\$ 108.80	36%	\$ 102.40	
Add Kronos InTouch 9000 H3, Standard, Smart Card - per unit per month	Hardware	\$ 170.00	27%	\$ 124.10	32%	\$ 115.60	36%	\$ 108.80	
Add Kronos InTouch 9000 H3, Slim, Mag - per unit per month	Hardware	\$ 150.00	27%	\$ 109.50	32%	\$ 102.00	36%	\$ 96.00	
Add Kronos InTouch 9000 H3, Slim, HID Prox - per unit per month	Hardware	\$ 160.00	27%	\$ 116.80	32%	\$ 108.80	36%	\$ 102.40	
Add Kronos InTouch 9000 H3, Slim, EM4102 Prox - per unit per month	Hardware	\$ 160.00	27%	\$ 116.80	32%	\$ 108.80	36%	\$ 102.40	
Add Kronos InTouch 9000 H3, Slim, Smart Card - per unit per month	Hardware	\$ 160.00	27%	\$ 116.80	32%	\$ 108.80	36%	\$ 102.40	
Add Touch ID Plus Option for H3 InTouch - per unit per month	Hardware	\$ 50.00	27%	\$ 36.50	32%	\$ 34.00	36%	\$ 32.00	
Add Touch ID Option for H3 InTouch - per unit per month	Hardware	\$ 50.00	27%	\$ 36.50	32%	\$ 34.00	36%	\$ 32.00	
Add Linear Images, InTouch - per unit per month	Hardware	\$ 30.00	27%	\$ 21.90	32%	\$ 20.40	36%	\$ 19.20	
Add Remote HID MiniProx Reader, InTouch - per unit per month	Hardware	\$ 25.00	27%	\$ 18.25	32%	\$ 17.00	36%	\$ 16.00	
Add Remote HID ProxPro Reader, InTouch - per unit per month	Hardware	\$ 25.00	27%	\$ 18.25	32%	\$ 17.00	36%	\$ 16.00	
Item Description	Pricelist Name	List Price	Discount %	Final Price	Discount %	Final Price	Discount %	Final Price	
Workforce Teletime									
WORKFORCE TELETIME IP V7 & V8, BASE SYSTEM, 5 LINES	Teletime IP Software	\$ 20,000.00	10%	\$ 18,000.00					
WORKFORCE TELETIME IP V7, ADD'L LINE (LINES 6-10)	Teletime IP Software	\$ 3,000.00	10%	\$ 2,700.00					
WORKFORCE TELETIME IP V7 & V8, ADD'L LINE (LINES 11+)	Teletime IP Software	\$ 1,000.00	10%	\$ 900.00					
WORKFORCE TELETIME IP V7 & V8, BASE SYSTEM, 5 LINES, 2ND LANGUAGE	Teletime IP Software	\$ 3,000.00	10%	\$ 2,700.00					
WORKFORCE TELETIME IP V7 & V8, ADD'L LINE (LINES 6-10), 2ND LANGUAGE	Teletime IP Software	\$ 300.00	10%	\$ 270.00					
WORKFORCE TELETIME IP V7 & V8, ADD'L LINE (LINES 11+), 2ND LANGUAGE	Teletime IP Software	\$ 150.00	10%	\$ 135.00					
WORKFORCE TELETIME IP V7 & V8, BASE SYSTEM, 5 LINES, 3RD LANGUAGE	Teletime IP Software	\$ 3,000.00	10%	\$ 2,700.00					
WORKFORCE TELETIME IP V7 & V8, ADD'L LINE (LINES 6-10), 3RD LANGUAGE	Teletime IP Software	\$ 3,000.00	10%	\$ 2,700.00					
WORKFORCE TELETIME IP V7 & V8, ADD'L LINE (LINES 11+), 3RD LANGUAGE	Teletime IP Software	\$ 150.00	10%	\$ 135.00					
WORKFORCE TELETIME IP V7 & V8, FAILOVER SYSTEM, 5 LINES	Teletime IP Software	\$ 10,000.00	10%	\$ 9,000.00					
WORKFORCE TELETIME IP V7 & V8, FAILOVER ADD'L LINE (LINES 6+)	Teletime IP Software	\$ 250.00	10%	\$ 225.00					
Workforce iSeries									
			≤4,999 ee		5,000-9,999ee		≥10,000ee +	Final Price	
ISERIES v7 TIMEKEEPER	iSeries Software	\$ 40.00	39%	\$ 24.40	41%	\$ 23.60	43%	\$ 22.80	
ISERIES v7 MANAGER	iSeries Software	\$ 65.00	39%	\$ 39.65	41%	\$ 38.35	43%	\$ 37.05	
ISERIES v7 EMPLOYEE	iSeries Software	\$ 25.00	39%	\$ 15.25	41%	\$ 14.75	43%	\$ 14.25	
ISERIES v7 ABSENCE MANAGEMENT	iSeries Software	\$ 60.00	39%	\$ 36.60	41%	\$ 35.40	43%	\$ 34.20	
ISERIES v7 ACCRUALS	iSeries Software	\$ 20.00	39%	\$ 12.20	41%	\$ 11.80	43%	\$ 11.40	
ISERIES v7 SCHEDULER	iSeries Software	\$ 40.00	39%	\$ 24.40	41%	\$ 23.60	43%	\$ 22.80	



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	ISERIES v7 ACTIVITIES	iSeries Software	\$	40.00	39%	\$	24.40	41%	\$	23.60	43%	\$	22.80
	ISERIES v7 DEBIT	iSeries Software	\$	20.00	39%	\$	12.20	41%	\$	11.80	43%	\$	11.40
	ISERIES v7 ACCESS	iSeries Software	\$	20.00	39%	\$	12.20	41%	\$	11.80	43%	\$	11.40
Add	ISERIES v7 MOBILE MANAGER	iSeries Software	\$	65.00	39%	\$	39.65	41%	\$	38.35	43%	\$	37.05
Add	ISERIES v7 MOBILE EMPLOYEE	iSeries Software	\$	8.00	39%	\$	4.88	41%	\$	4.72	43%	\$	4.56
Add	WORKFORCE TABLE FOR ISERIES v7	iSeries Software	\$	99.00	39%	\$	60.39	41%	\$	58.41	43%	\$	56.43

Professional Services

	Professional Services (Cost per Hour) Blended Rate	Professional Services	\$	200.00	10%	\$	180.00
	Professional Services Billing Roles - Project Manager	Professional Services	\$	200.00	10%	\$	180.00
	Professional Services Billing Role - Application Consultant	Professional Services	\$	200.00	10%	\$	180.00
	Professional Services Billing Role - Technical Consultant	Professional Services	\$	215.00	16%	\$	180.00
	Professional Services Billing Role - Education Consultant	Professional Services	\$	200.00	10%	\$	180.00
	Professional Services Billing Role - Integration Consultant	Professional Services	\$	200.00	10%	\$	180.00
	Professional Services Billing Role - Solution Consultant	Professional Services	\$	200.00	10%	\$	180.00
	Professional Services Billing Role - Solution Developer	Professional Services	\$	225.00	20%	\$	180.00
	Workforce Ready Setup Fee Timekeeping Tier 1 (1-100ee)	WFR Services	\$	3,000.00	10%	\$	2,700.00
	Workforce Ready Setup Fee Timekeeping Tier 2 (101-500ee)	WFR Services	\$	5,000.00	10%	\$	4,500.00
	Workforce Ready Setup Fee Timekeeping Tier 3 (501-1000ee)	WFR Services	\$	20,000.00	10%	\$	18,000.00
	Workforce Ready Setup Fee Timekeeping Tier 4 (1,001 - 2,500ee)	WFR Services	\$	50,000.00	10%	\$	45,000.00
	Workforce Ready Setup Fee Accruals /Leave Tier 1 (1-100ee)	WFR Services	\$	1,000.00	10%	\$	900.00
	Workforce Ready Setup Fee Accruals/LeaveTier 2 (101-500ee)	WFR Services	\$	1,250.00	10%	\$	1,125.00
	Workforce Ready Setup Fee Accruals/Leave Tier 3 (501-1000ee)	WFR Services	\$	5,000.00	10%	\$	4,500.00
	Workforce Ready Setup Fee Accruals/Leave Tier 4 (1,000 - 2,500ee)	WFR Services	\$	12,500.00	10%	\$	11,250.00
	Workforce Ready Setup Fee Payroll Tier 1 (1-100ee)	WFR Services	\$	3,000.00	10%	\$	2,700.00
	Workforce Ready Setup Fee Payroll Tier 2 (101-500ee)	WFR Services	\$	5,000.00	10%	\$	4,500.00
	Workforce Ready Setup Fee Payroll Tier 3 (501-1000ee)	WFR Services	\$	20,000.00	10%	\$	18,000.00
	Workforce Ready Setup Fee Payroll Tier 4 (1,000 - 2,500ee)	WFR Services	\$	50,000.00	10%	\$	45,000.00
	Workforce Ready Setup Fee HR Tier 1 (1-100ee)	WFR Services	\$	3,000.00	10%	\$	2,700.00
	Workforce Ready Setup Fee HR Tier 2 (101-500ee)	WFR Services	\$	5,000.00	10%	\$	4,500.00
	Workforce Ready Setup Fee HR Tier 3 (501-1000ee)	WFR Services	\$	20,000.00	10%	\$	18,000.00
	Workforce Ready Setup Fee HR Tier 4 (1,000 - 2,500ee)	WFR Services	\$	50,000.00	10%	\$	45,000.00
	Workforce Ready Setup Fee HR Tier 1 (1-100ee)	WFR Services	\$	3,000.00	10%	\$	2,700.00
	Workforce Ready Setup Fee HR Tier 2 (101-500ee)	WFR Services	\$	5,000.00	10%	\$	4,500.00
	Workforce Ready Setup Fee HR Tier 3 (501-1000ee)	WFR Services	\$	20,000.00	10%	\$	18,000.00
	Workforce Ready Setup Fee HR Tier 4 (1,000 - 2,500ee)	WFR Services	\$	50,000.00	10%	\$	45,000.00
	Workforce Ready Tax Filing Admin Setup Fee - per Admin	WFR Services	\$	3,000.00	10%	\$	2,700.00
	Workforce Ready Tax Filing One Time Setup Fee	WFR Services	\$	500.00	10%	\$	450.00

Client Partnership Services

	CPS - # of Units sold should be calculated appropriately with the customer, the number of units will be validated and adjusted appropriately if applicable, as part of their Annual Maintenance Renewal.												
Add	Client Partnership Services - 1-5 Units	CPS Services	\$	5,700.00	0%	\$	5,700.00						
Add	Client Partnership Services - 6-10 Units	CPS Services	\$	10,000.00	0%	\$	10,000.00						
Add	Client Partnership Services - 11-25 Units	CPS Services	\$	15,000.00	0%	\$	15,000.00						
Add	Client Partnership Services - 26-40 Units	CPS Services	\$	25,000.00	0%	\$	25,000.00						
Add	Client Partnership Services - 41-60 Units	CPS Services	\$	40,000.00	0%	\$	40,000.00						
Add	Client Partnership Services - 61+ Units	CPS Services	\$	60,000.00	0%	\$	60,000.00						

Training

	Item Description	Pricelist Name	List Price	Discount %	Final Price
	Training Points	Training	\$ 1.00	10%	\$ 0.90
Price +	Knowledge Pass 0-150ee	Training	\$ 575.00	10%	\$ 517.50
Price +	Knowledge Pass 151-299ee	Training	\$ 1,050.00	10%	\$ 945.00
Price +	Knowledge Pass 300-349ee	Training	\$ 1,750.00	10%	\$ 1,575.00
Price +	Knowledge Pass 350-399ee	Training	\$ 2,050.00	10%	\$ 1,845.00
Price +	Knowledge Pass 400-1500ee	Training	\$ 2,325.00	10%	\$ 2,092.50
Price +	Knowledge Pass 1501-2500ee	Training	\$ 4,625.00	10%	\$ 4,162.50
Price +	Knowledge Pass 2501-5000ee	Training	\$ 8,675.00	10%	\$ 7,807.50
Price +	Knowledge Pass 5001-20000ee	Training	\$ 10,975.00	10%	\$ 9,877.50
Price +	Knowledge Pass 20000+ee	Training	\$ 22,000.00	10%	\$ 19,800.00

Cloud

	Item Description	Pricelist Name	List Price	Discount %	Final Price
	Cloud Hosting WFC Monthly Fee (WFC Monthly Fee are for the Workforce Central Suite Products)				
	Cloud Hosting WFC Monthly Fee 0 - 750 EE	Cloud	\$ 1,500.00	0%	\$ 1,500.00
	Cloud Hosting WFC Monthly Fee 751 - 1500 EE	Cloud	\$ 2,100.00	0%	\$ 2,100.00
	Cloud Hosting WFC Monthly Fee 1501 - 2500 EE	Cloud	\$ 2,700.00	0%	\$ 2,700.00
	Cloud Hosting WFC Monthly Fee 2501 - 5000 EE	Cloud	\$ 3,800.00	0%	\$ 3,800.00
	Cloud Hosting WFC Monthly Fee 5001 - 6250 EE	Cloud	\$ 5,200.00	0%	\$ 5,200.00
	Cloud Hosting WFC Monthly Fee 6251 - 7500 EE	Cloud	\$ 6,500.00	0%	\$ 6,500.00
	Cloud Hosting WFC Monthly Fee 7501 - 10,000 EE	Cloud	\$ 8,000.00	0%	\$ 8,000.00
	Cloud Hosting WFC Monthly Fee 10,001 - 15,000 EE	Cloud	\$ 12,140.00	0%	\$ 12,140.00
	Cloud Hosting WFC Monthly Fee 15,001 - 20,000 EE	Cloud	\$ 15,140.00	0%	\$ 15,140.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee				
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 0 - 750 EE	Cloud	\$ 4,050.00	0%	\$ 4,050.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 751 - 1500 EE	Cloud	\$ 5,670.00	0%	\$ 5,670.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 1501 - 2500 EE	Cloud	\$ 7,290.00	0%	\$ 7,290.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 2501 - 5000 EE	Cloud	\$ 10,260.00	0%	\$ 10,260.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 5001 - 6250 EE	Cloud	\$ 14,040.00	0%	\$ 14,040.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 6251 - 7500 EE	Cloud	\$ 17,550.00	0%	\$ 17,550.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 7501 - 10,000 EE	Cloud	\$ 21,600.00	0%	\$ 21,600.00



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Cloud Hosting WFC 112 Month Contract Term Startup Fee 10,001 - 15,000 EE	Cloud	\$	35,100.00	0%	\$	35,100.00
Cloud Hosting WFC 12 Month Contract Term Startup Fee 15,001 - 20,000 EE	Cloud	\$	43,200.00	0%	\$	43,200.00
Cloud Hosting WFC 24 Mo Startup Fee						
Cloud Hosting WFC 24 Month Contract Term Startup Fee 0 - 750 EE	Cloud	\$	2,700.00	0%	\$	2,700.00
Cloud Hosting WFC 24 Month Contract Term Startup Fee 751 - 1500 EE	Cloud	\$	3,780.00	0%	\$	3,780.00
Cloud Hosting WFC 24 Month Contract Term Startup Fee 1501 - 2500 EE	Cloud	\$	4,860.00	0%	\$	4,860.00
Cloud Hosting WFC 24 Month Contract Term Startup Fee 2501 - 5000 EE	Cloud	\$	6,840.00	0%	\$	6,840.00
Cloud Hosting WFC 24 Month Contract Term Startup Fee 5001 - 6250 EE	Cloud	\$	9,360.00	0%	\$	9,360.00
Cloud Hosting WFC 24 Month Contract Term Startup Fee 6251 - 7500 EE	Cloud	\$	11,700.00	0%	\$	11,700.00
Cloud Hosting WFC 24 Month Contract Term Startup Fee 7501 - 10,000 EE	Cloud	\$	14,400.00	0%	\$	14,400.00
Cloud Hosting WFC 24 Month Contract Term Startup Fee 10,001 - 15,000 EE	Cloud	\$	23,400.00	0%	\$	23,400.00
Cloud Hosting WFC 24 Month Contract Term Startup Fee 15,001 - 20,000 EE	Cloud	\$	28,800.00	0%	\$	28,800.00
Cloud Hosting WFC 36 Mo Startup Fee Cloud						
Cloud Hosting WFC 36 Month Contract Term Startup Fee 0 - 750 EE	Cloud	\$	1,350.00	0%	\$	1,350.00
Cloud Hosting WFC 36 Month Contract Term Startup Fee 751 - 1500 EE	Cloud	\$	1,890.00	0%	\$	1,890.00
Cloud Hosting WFC 36 Month Contract Term Startup Fee 1501 - 2500 EE	Cloud	\$	2,430.00	0%	\$	2,430.00
Cloud Hosting WFC 36 Month Contract Term Startup Fee 2501 - 5000 EE	Cloud	\$	3,420.00	0%	\$	3,420.00
Cloud Hosting WFC 36 Month Contract Term Startup Fee 5001 - 6250 EE	Cloud	\$	4,680.00	0%	\$	4,680.00
Cloud Hosting WFC 36 Month Contract Term Startup Fee 6251 - 7500 EE	Cloud	\$	5,850.00	0%	\$	5,850.00
Cloud Hosting WFC 36 Month Contract Term Startup Fee 7501 - 10,000 EE	Cloud	\$	7,200.00	0%	\$	7,200.00
Cloud Hosting WFC 36 Month Contract Term Startup Fee 10,001 - 15,000 EE	Cloud	\$	11,700.00	0%	\$	11,700.00
Cloud Hosting WFC 36 Month Contract Term Startup Fee 15,001 - 20,000 EE	Cloud	\$	14,400.00	0%	\$	14,400.00
Cloud Hosting WFC Add Analytics Monthly Fee						
Cloud Hosting WFC Add Analytics Monthly Fee 0 - 750 EE	Cloud	\$	1,500.00	0%	\$	1,500.00
Cloud Hosting WFC Add Analytics Monthly Fee 751 - 1500 EE	Cloud	\$	2,000.00	0%	\$	2,000.00
Cloud Hosting WFC Add Analytics Monthly Fee 1501 - 2500 EE	Cloud	\$	2,000.00	0%	\$	2,000.00
Cloud Hosting WFC Add Analytics Monthly Fee 2501 - 5000 EE	Cloud	\$	3,250.00	0%	\$	3,250.00
Cloud Hosting WFC Add Analytics Monthly Fee 5001 - 6250 EE	Cloud	\$	3,600.00	0%	\$	3,600.00
Cloud Hosting WFC Add Analytics Monthly Fee 6251 - 7500 EE	Cloud	\$	3,600.00	0%	\$	3,600.00
Cloud Hosting WFC Add Analytics Monthly Fee 7501 - 10,000 EE	Cloud	\$	3,900.00	0%	\$	3,900.00
Cloud Hosting WFC Add Analytics Monthly Fee 10,001 - 15,000 EE	Cloud	\$	4,250.00	0%	\$	4,250.00
Cloud Hosting WFC Add Analytics Monthly Fee 15,001 - 20,000 EE	Cloud	\$	4,500.00	0%	\$	4,500.00
Cloud Hosting WFC Add Record Manager Monthly Fee Cloud						
Cloud Hosting WFC Add Record Manager Monthly Fee 0 - 750 EE	Cloud	\$	700.00	0%	\$	700.00
Cloud Hosting WFC Add Record Manager Monthly Fee 751 - 1500 EE	Cloud	\$	750.00	0%	\$	750.00
Cloud Hosting WFC Add Record Manager Monthly Fee 1501 - 2500 EE	Cloud	\$	750.00	0%	\$	750.00
Cloud Hosting WFC Add Record Manager Monthly Fee 2501 - 5000 EE	Cloud	\$	900.00	0%	\$	900.00
Cloud Hosting WFC Add Record Manager Monthly Fee 5001 - 6250 EE	Cloud	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting WFC Add Record Manager Monthly Fee 6251 - 7500 EE	Cloud	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting WFC Add Record Manager Monthly Fee 7501 - 10,000 EE	Cloud	\$	1,250.00	0%	\$	1,250.00
Cloud Hosting WFC Add Record Manager Monthly Fee 10,001 - 15,000 EE	Cloud	\$	1,500.00	0%	\$	1,500.00
Cloud Hosting WFC Add Record Manager Monthly Fee 15,001 - 20,000 EE	Cloud	\$	1,750.00	0%	\$	1,750.00
Cloud Hosting Teletime up to 96 Ports						
Cloud Hosting Teletime 4 Port Monthly Fee	Cloud	\$	1,585.00	0%	\$	1,585.00
Cloud Hosting Teletime 4 Port 12 Mo Startup Fee	Cloud	\$	4,278.00	0%	\$	4,278.00
Cloud Hosting Teletime 4 Port 24 Mo Startup Fee	Cloud	\$	2,852.00	0%	\$	2,852.00
Cloud Hosting Teletime 4 Port 36 Mo Startup Fee	Cloud	\$	1,426.00	0%	\$	1,426.00
Cloud Hosting Teletime 8 Port Monthly Fee	Cloud	\$	1,685.00	0%	\$	1,685.00
Cloud Hosting Teletime 8 Port 12 Mo Startup Fee	Cloud	\$	4,551.00	0%	\$	4,551.00
Cloud Hosting Teletime 8 Port 24 Mo Startup Fee	Cloud	\$	3,034.00	0%	\$	3,034.00
Cloud Hosting Teletime 8 Port 36 Mo Startup Fee	Cloud	\$	1,517.00	0%	\$	1,517.00
Cloud Hosting Teletime 24 Port Monthly Fee	Cloud	\$	1,955.00	0%	\$	1,955.00
Cloud Hosting Teletime 24 Port 12 Mo Startup Fee	Cloud	\$	5,280.00	0%	\$	5,280.00
Cloud Hosting Teletime 24 Port 24 Mo Startup Fee	Cloud	\$	3,520.00	0%	\$	3,520.00
Cloud Hosting Teletime 24 Port 36 Mo Startup Fee	Cloud	\$	1,760.00	0%	\$	1,760.00
Cloud Hosting Teletime 48 Port Monthly Fee	Cloud	\$	2,428.00	0%	\$	2,428.00
Cloud Hosting Teletime 48 Port 12 Mo Startup Fee	Cloud	\$	6,558.00	0%	\$	6,558.00
Cloud Hosting Teletime 48 Port 24 Mo Startup Fee	Cloud	\$	4,372.00	0%	\$	4,372.00
Cloud Hosting Teletime 48 Port 36 Mo Startup Fee	Cloud	\$	2,186.00	0%	\$	2,186.00
Cloud Hosting Teletime 72 Port Monthly Fee	Cloud	\$	4,382.00	0%	\$	4,382.00
Cloud Hosting Teletime 72 Port 12 Mo Startup Fee	Cloud	\$	11,832.00	0%	\$	11,832.00
Cloud Hosting Teletime 72 Port 24 Mo Startup Fee	Cloud	\$	7,888.00	0%	\$	7,888.00
Cloud Hosting Teletime 72 Port 36 Mo Startup Fee	Cloud	\$	3,994.00	0%	\$	3,994.00
Cloud Hosting Teletime 96 Port Monthly Fee	Cloud	\$	4,855.00	0%	\$	4,855.00
Cloud Hosting Teletime 96 Port 12 Mo Startup Fee	Cloud	\$	13,110.00	0%	\$	13,110.00
Cloud Hosting Teletime 96 Port 24 Mo Startup Fee	Cloud	\$	8,740.00	0%	\$	8,740.00
Cloud Hosting Teletime 96 Port 36 Mo Startup Fee	Cloud	\$	4,370.00	0%	\$	4,370.00
Cloud Hosting TeleTime Server R720 Monthly Fee	Cloud	\$	950.00	0%	\$	950.00
Cloud Hosting TeleTime Server R720 Start up Fee	Cloud	\$	855.00	0%	\$	855.00
Cloud Hosting Dialogic BD 4 Port Analog Monthly Fee	Cloud	\$	66.00	0%	\$	66.00
Cloud Hosting Dialogic BD 4 Port Analog Start up Fee	Cloud	\$	59.40	0%	\$	59.40
Cloud Hosting Dialogic BD 24 Port Digital Monthly Fee	Cloud	\$	297.00	0%	\$	297.00
Cloud Hosting Dialogic BD 24 Port Digital Start up Fee	Cloud	\$	267.30	0%	\$	267.30
Cloud Hosting CT Bus Cable Monthly Fee	Cloud	\$	7.00	0%	\$	7.00
Cloud Hosting CT Bus Cable Start up Fee	Cloud	\$	6.30	0%	\$	6.30
Cloud Hosting T1 Cross Connect Monthly Fee	Cloud	\$	176.00	0%	\$	176.00



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	Cloud Hosting T1 Cross Connect Start up Fee	Cloud	\$	158.40	0%	\$	158.40	
	Cloud Hosting Analog Cross Connect Monthly Fee	Cloud	\$	36.00	0%	\$	36.00	
	Cloud Hosting Analog Cross Connect Start up Fee	Cloud	\$	32.40	0%	\$	32.40	
	Cloud Hosting Teletime IP	Cloud						
	Cloud Hosting Teletime IP First 25 Lines Fee Per Month	Cloud	\$	1,500.00	0%	\$	1,500.00	
	Cloud Hosting Teletime IP Additional 25 Lines Fee Per Month	Cloud	\$	500.00	0%	\$	500.00	
	Cloud Hosting WFC Add App Server Monthly Fee	Cloud						
	Cloud Hosting WFC Add App Server Monthly Fee 5001 - 6250 EE	Cloud	\$	1,000.00	0%	\$	1,000.00	
	Cloud Hosting WFC Add App Server Monthly Fee 6251 - 7500 EE	Cloud	\$	1,000.00	0%	\$	1,000.00	
	Cloud Hosting WFC Add App Server Monthly Fee 7501 - 10,000 EE	Cloud	\$	1,000.00	0%	\$	1,000.00	
	Cloud Hosting WFC Add App Server Monthly Fee 10,001 - 15,000 EE	Cloud	\$	1,000.00	0%	\$	1,000.00	
	Cloud Hosting WFC Add App Server Monthly Fee 15,001 - 20,000 EE	Cloud	\$	1,000.00	0%	\$	1,000.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee	Cloud						
	Cloud Hosting WFC Add Non Prod Monthly Fee 0 - 750 EE	Cloud	\$	700.00	0%	\$	700.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee 751 - 1500 EE	Cloud	\$	750.00	0%	\$	750.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee 1501 - 2500 EE	Cloud	\$	750.00	0%	\$	750.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee 2501 - 5000 EE	Cloud	\$	900.00	0%	\$	900.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee 5001 - 6250 EE	Cloud	\$	1,000.00	0%	\$	1,000.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee 6251 - 7500 EE	Cloud	\$	1,000.00	0%	\$	1,000.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee 7501 - 10,000 EE	Cloud	\$	1,250.00	0%	\$	1,250.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee 10,001 - 15,000 EE	Cloud	\$	1,500.00	0%	\$	1,500.00	
	Cloud Hosting WFC Add Non Prod Monthly Fee 15,001 - 20,000 EE	Cloud	\$	1,750.00	0%	\$	1,750.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee (for 1-20,000ee)	Cloud						
	Cloud Hosting WFC Disaster Recovery Monthly Fee 0 - 750 EE	Cloud	\$	1,100.00	0%	\$	1,100.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee 751 - 1500 EE	Cloud	\$	1,200.00	0%	\$	1,200.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee 1501 - 2500 EE	Cloud	\$	1,200.00	0%	\$	1,200.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee 2501 - 5000 EE	Cloud	\$	1,600.00	0%	\$	1,600.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee 5001 - 6250 EE	Cloud	\$	2,600.00	0%	\$	2,600.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee 6251 - 7500 EE	Cloud	\$	2,600.00	0%	\$	2,600.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee 7501 - 10,000 EE	Cloud	\$	3,200.00	0%	\$	3,200.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee 10,001 - 15,000 EE	Cloud	\$	4,000.00	0%	\$	4,000.00	
	Cloud Hosting WFC Disaster Recovery Monthly Fee 15,001 - 20,000 EE	Cloud	\$	4,800.00	0%	\$	4,800.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee Cloud	Cloud						
	Cloud Hosting WFC Disaster Recovery 12Mo Startup Fee 0 - 750 EE	Cloud	\$	2,970.00	0%	\$	2,970.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 751 - 1500 EE	Cloud	\$	3,240.00	0%	\$	3,240.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 1501 - 2500 EE	Cloud	\$	3,240.00	0%	\$	3,240.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 2501 - 5000 EE	Cloud	\$	4,320.00	0%	\$	4,320.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 5001 - 6250 EE	Cloud	\$	7,020.00	0%	\$	7,020.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 6251 - 7500 EE	Cloud	\$	7,020.00	0%	\$	7,020.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 7501 - 10,000 EE	Cloud	\$	8,640.00	0%	\$	8,640.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 10,001 - 15,000 EE	Cloud	\$	10,800.00	0%	\$	10,800.00	
	Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 15,001 - 20,000 EE	Cloud	\$	12,960.00	0%	\$	12,960.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee Cloud	Cloud						
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 0 - 750 EE	Cloud	\$	1,980.00	0%	\$	1,980.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 751 - 1500 EE	Cloud	\$	2,160.00	0%	\$	2,160.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 1501 - 2500 EE	Cloud	\$	2,160.00	0%	\$	2,160.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 2501 - 5000 EE	Cloud	\$	2,880.00	0%	\$	2,880.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 5001 - 6250 EE	Cloud	\$	4,680.00	0%	\$	4,680.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 6251 - 7500 EE	Cloud	\$	4,680.00	0%	\$	4,680.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 7501 - 10,000 EE	Cloud	\$	5,760.00	0%	\$	5,760.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 10,001 - 15,000 EE	Cloud	\$	7,200.00	0%	\$	7,200.00	
	Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 15,001 - 20,000 EE	Cloud	\$	8,640.00	0%	\$	8,640.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee Cloud	Cloud						
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 0 - 750 EE	Cloud	\$	990.00	0%	\$	990.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 751 - 1500 EE	Cloud	\$	1,080.00	0%	\$	1,080.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 1501 - 2500 EE	Cloud	\$	1,080.00	0%	\$	1,080.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 2501 - 5000 EE	Cloud	\$	1,440.00	0%	\$	1,440.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 5001 - 6250 EE	Cloud	\$	2,340.00	0%	\$	2,340.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 6251 - 7500 EE	Cloud	\$	2,340.00	0%	\$	2,340.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 7501 - 10,000 EE	Cloud	\$	2,880.00	0%	\$	2,880.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 10,001 - 15,000 EE	Cloud	\$	3,600.00	0%	\$	3,600.00	
	Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 15,001 - 20,000 EE	Cloud	\$	4,320.00	0%	\$	4,320.00	
	*Cloud 2							
Add	NOTE - Cloud 2 Base Fee Per Month Costs apply for Initial Purchase or Initial Conversion Only. Cloud 2 Hosting Per Employee Fee Per Month Costs apply for Initial Purchase or Initial Conversion and also Capacity Adds.							
	Cloud Hosting Workforce Central Base	Cloud 2						
	Cloud Hosting Workforce Central Base Fee per Month	Cloud 2	\$	1,000.00	0%	\$	1,000.00	
Price -	Cloud Hosting Workforce Central Per Employee Fee Per Month 1-20,000ee	Cloud 2	\$	0.90	0%	\$	0.90	
	Cloud Hosting Add Analytics	Cloud 2						
	Cloud Hosting Add Analytics Base Fee Per Month	Cloud 2	\$	1,000.00	0%	\$	1,000.00	
	Cloud Hosting Add Analytics Per Employee Fee Per Month 1-20,000ee	Cloud 2	\$	0.15	0%	\$	0.15	
	Cloud Hosting Add Record Manager/Enterprise Archiver	Cloud 2						
	Cloud Hosting Add Record Manager Fee Per Month 1-20,000ee	Cloud 2	\$	1,000.00	0%	\$	1,000.00	
Add	Cloud Hosting Workforce TeleStaff Base	Cloud 2						
Add	Cloud Hosting Workforce TeleStaff Base Fee per Month	Cloud 2	\$	1,250.00	0%	\$	1,250.00	



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Add	Cloud Hosting Workforce TeleStaff Per Employee Fee Per Month	Cloud 2	\$	0.50	0%	\$	0.50
	Cloud Hosting Teletime IP	Cloud 2					
	Cloud Hosting Teletime IP Base Fee Per Month	Cloud 2	\$	1,000.00	0%	\$	1,000.00
	Cloud Hosting Teletime IP per 25 Lines Fee Per Month	Cloud 2	\$	500.00	0%	\$	500.00
	Cloud Hosting WFC Add App Server	Cloud 2					
	Cloud Hosting WFC Add App Server Monthly Fee 1-20,000ee	Cloud 2	\$	1,000.00	0%	\$	1,000.00
	Cloud Hosting WFC Add Non Prod	Cloud 2					
	Cloud Hosting WFC Add Non Prod Monthly Fee 1-20,000ee	Cloud 2	\$	1,000.00	0%	\$	1,000.00
	Cloud Hosting WFC Disaster Recovery	Cloud 2					
	Cloud Hosting Disaster Recovery Base Fee Per Month 1-20,000ee	Cloud 2	\$	1,000.00	0%	\$	1,000.00
	Cloud Hosting Disaster Recovery Per Employee Fee Per Month 1-20,000ee	Cloud 2	\$	0.25	0%	\$	0.25
	Cloud Hosting Temporary Non-Prod Monthly Fee	Cloud 2	\$	1,600.00	0%	\$	1,600.00
Add	Cloud Hosting Workforce Extension for Healthcare	Cloud 2					
Add	Cloud Hosting Workforce Extensions For Healthcare Base Fee Per Month	Cloud 2	\$	1,000.00	0%	\$	1,000.00
Add	Cloud Hosting Workforce Extension for Healthcare Per Employee Fee Per Month up to 1,000,000 ee	Cloud 2	\$	0.90	0%	\$	0.90
Add	Cloud Hosting Workforce Extension for Healthcare Disaster Recory	Cloud 2					
Add	Cloud Hosting Workforce Extensions For Healthcare Disaster Recovery Base Fee Per Month	Cloud 2	\$	1,000.00	0%	\$	1,000.00
Add	Cloud Hosting Workforce Extension for Healthcare Disaster Recovery Per Employee Fee Per Month	Cloud 2	\$	0.25	0%	\$	0.25
	Additional Cloud Addon Fees	Cloud 2					
	Cloud Hosting WFC Add One VPN Monthly Fee	Cloud 2	\$	75.00	0%	\$	75.00
	Cloud Hosting WFC Add One Citrix License Monthly Fee	Cloud 2	\$	50.00	0%	\$	50.00
	Cloud Hosting WFC Add One FTP License Monthly Fee	Cloud 2	\$	25.00	0%	\$	25.00
	Cloud Hosting WFC Add 100GB Storage Monthly Fee	Cloud 2	\$	43.00	0%	\$	43.00
	Cloud Hosting WFC Add 100GB Backup Monthly Fee	Cloud 2	\$	18.00	0%	\$	18.00
Add	Cloud/SaaS Conversions						
Add	<i>For existing customers converting from their Perpetual/On-Premise Software Solution to Kronos SaaS</i>						
Add	To Calculate:						
Add	TAKE - Existing Annual Software Maintenance / 12 months / # employees = Maintenance Conversion PEPM	SaaS					
Add	Then ADD - Maintenance Conversion PEPM + Associated Cloud 2 Hosting Costs Above = Monthly PEPM	Cloud 2					



Order Form

Creation Date: 12/21/2017

Expiration Date: 12/29/2017

Prepared By: Mary Johnson

Order Type: Upgrade

Bill To:
 Attention:
 Annick Nguyen
 County of Santa Clara Probation Dept
 2314 N First Street
 San Jose, CA 95112

Ship To:
 Attention:
 Annick Nguyen
 County of Santa Clara Probation Dept
 2314 N First Street
 San Jose, CA 95131

Solution ID: 6043545
Primary Contact Name: Annick Nguyen
Primary Contact Phone: (408) 918-1904
Primary Contact Email: annick.nguyen@fin.sccgov.org

License Email: exception@kronos.com
FOB: Shipping Point
Ship Method: Fedex Ground
Freight terms: Prepay & Add
Payment Terms: N30
DataCenter Location: USA

Currency: USD
Customer PO#

Initial Term: 60 Months

Kronos Contact Information:
 Kronos Incorporated
 900 Chelmsford St.

Renewal Term: One Year
Billing Start Date: 120 Days from execution of Order Form

Lowell, MA 01851
 Telephone # 978-250-9800
 Fax # 978-367-5900

APPLICATIONS

Billing Frequency: Annual in Advance

Applications	License Count	PEPM	Monthly Service Fee
Workforce TeleStaff Enterprise v6	350	\$8.36	\$2,926.00
Workforce TeleStaff Global Access v6	350	\$0.00	Included
Workforce TeleStaff Institution Focus v6	350	\$0.00	Included
Workforce TeleStaff Contact Manager v6	350	\$0.00	Included
Workforce TeleStaff Gateway Manager v6 Interface to WFC	1	\$0.00	Included
Workforce TeleStaff Gateway Manager v6	1	\$0.00	Included
Workforce TeleStaff Bidding v6	350	\$1.04	\$364.00
Total Monthly Application Fee			\$3,290.00

PROFESSIONAL AND EDUCATIONAL SERVICES

Billing Frequency: Monthly in Arrears as Delivered

Professional Services Part # / Description	Hours	Rate	Role	Total Price
9990057-PRO TSG Professional Services	84	\$189.00	Project Manager	\$15,876.00
9990057-PRO TSG Professional Services	417	\$189.00	Solution Consultant	\$78,813.00
9990070-PRO Professional Services - Momentum Senior Integration Consultant	16	\$189.00	Senior Integration Consultant	\$3,024.00
9990079-PRO TSG Technical Services	29	\$189.00	Technology Consultant	\$5,481.00
Total Professional Services				\$103,194.00

Billing Frequency: Monthly in Arrears as Delivered

Training	Quantity	Unit Price	Total Price
BAYG-ILT Bill-As-You-Go Instructor Led Training	1,375	\$0.90	\$1,237.50
Total Training			\$1,237.50

SUMMARY

Offering Types	Summary Total
Total Monthly Fee (Applications / Cloud Services / Equipment Rental)	\$3,290.00
Professional & Educational Fees (Time & Materials)	\$104,431.50
Equipment Purchased & Support	\$0.00
Miscellaneous Purchased Items	\$0.00

Order Notes:

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Notwithstanding anything in section 2.5(c) of Section D of the US Communities Agreement, Customer shall have thirty (30) days after termination of the Services to retrieve Customer Content from the Services before it is destroyed. Additionally, the Professional Services rate of \$180 per hour is pursuant to US Communities contract (Exhibit D-2). However, for this particular order, rate is revised to \$189 per hour to include travel and expense costs.

The Workforce TeleStaff bundle on this Order Form includes: Workforce TeleStaff Enterprise, Workforce TeleStaff Global Access, Workforce TeleStaff Institution Focus, and Workforce TeleStaff Contact Manager. Workforce TeleStaff Gateway Manager, and Workforce TeleStaff Gateway Manager Interface are licensed on per quantity basis and not a per employee basis and only need to be licensed once. The costs of any individual Application(s) included in the Workforce TeleStaff Bundle (i.e., Workforce TeleStaff Institution Focus) will be set forth on a mutually agreed upon Order Form based on Kronos' then current list price.

DocuSigned by:

County of Santa Clara Probation Dept

Signature:

Name:

9469353B526E4FB

Nick Birchard

Title:

Deputy Chief Probation

Effective Date:

12/28/2017

Kronos Incorporated

Signature:

Name:

Title:

Effective Date:



Statement of Work for County of Santa Clara - Probation

Workforce TeleStaff Implementation - SaaS

Sales Executive	Mary Johnson
Author	Howard Stohlman
Expiration Date	12/29/2017
Quote Number	2018-41260
Revision #	1
Opportunity ID	Opp-190384
Status	Approved
Customer SID	6043545

Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful implementation, the customer will provide the required internal project resources.

Project Objectives

The County of Santa Clara Probation Department currently utilizes a manual scheduling process for Officers working the County Juvenile Hall and the William F. James Ranch.

Implementing an automated scheduling solution designed for public safety, Workforce TeleStaff, with integration to the County's current Workforce Central Timekeeper solution will improve operational efficiency and reduce operation cost related to use of overtime. Additionally, the use of Workforce TeleStaff will reduce the risk and expense related to compliance with bargaining agreements.

To help the Probation Department achieve these results, Kronos will implement Workforce TeleStaff with integration to Workforce Central Timekeeper and fill by rules functionality for the Juvenile Hall and William F. James Ranch. Staff assigned to these units also bid for shifts and Kronos will configure 4 bids as part of the implementation.

Kronos will provide 4 days of on-site testing support to assist the County's implementation team and provide 4 days (2 days for each site) of on-site New User/Staff training to the Department's key schedulers.

Proposed Solution

Module	Project Type
Workforce TeleStaff SaaS Bundle	New
Workforce TeleStaff Bidding	New
IVR	New

Project duration is expected to be 20 weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a blended approach.

KnowledgePass

KnowledgePass™ is a subscription to an online educational portal. It provides enterprise access to tutorials, task simulations, job aids, sandboxes, webinars, and additional educational documents to help your team succeed.



Project Approach

Kronos implementations use an iterative approach - driven by value and realized through collaboration. This approach, focused on accelerated time to value, is bolstered by tools and techniques, such as set-up specific to industry and region, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The implementation will be completed in three iterative phases: Initiate, Collaborate, and Adopt.

Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the progress of the implementation.

Initiate

This first phase of the project lays the foundation for the project.

During this phase, the Kronos team will work together with the customer team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will gather information and establish baseline configuration according to recommendations by industry and refine to meet customer-specific policy and practice requirements. The Kronos Project Manager will also introduce the concepts of change management, testing, and end user education.

Once these items are complete, the Collaborate phase will begin.

Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the customers' organization. Kronos will recommend practices and configuration based on industry and geography and fine tune those recommendations iteratively, to meet customer-specific needs and desired outcomes. This approach helps to define and refine the final solution. During this phase, the Kronos team will share the solution in action, which better allows informed decisions about the processes to be instituted. In turn, there is a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, both teams will focus heavily on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. Kronos will provide baseline standard test scripts while the customer-side team creates test scripts specific to the relevant use cases, integrations, and processes. The customer team will execute these scripts and record the result, reporting successes and issues. To maximize visibility into acceptance testing progress, the project teams will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.



Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 1 deployment group(s). After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.

Project Team Responsibilities

Customer team participation is key to the success of the project. Early on, it is important to select a well-suited project team. Selecting the right project team and ensuring availability to work with various project team members and end users will ensure project success.

In the instance an organization is comprised of multiple businesses and/or locations, it will be important to select team members who are knowledgeable of the policies and practices utilized within each of those groups.

The information below will help with planning the team's responsibilities and time commitments.

Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of customer tasks and deliverables		•		
Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Identifies and supplies interface/integration information		•	•	•
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•
Attends important meetings including milestone meetings and phase reviews	•	•	•	•



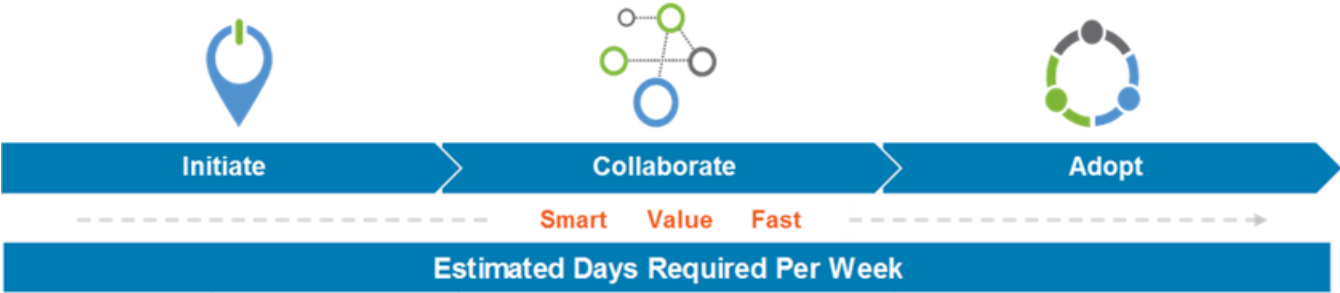


Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Endorses the Kronos system to other managers/departments	•	•	•	•

Project Team Availability

The chart below outlines the commitment for each of the customer team resources in the project. Keep in mind that more than one Subject Matter Expert may be needed, or there may be one Expert with experience in multiple areas. Customer resource requirements may need to be scaled based on the size and complexity of the project.

There may also be occasion throughout the project to engage Subject Matter Experts from select businesses/locations as determined by the customer, as a supplement to the project team.



	Initiate	Collaborate	Adopt
Executive Sponsor	>1 day	>.5 day	.5 day
Project Manager	3+ days	3+ days	3+ days
Subject Matter Expert1	1.5 - 2 days	3+ days	3+ days
Subject Matter Expert2	1.5 - 2 days	3+ days	3+ days
Technical Expert	> .5 day	> .5 day	1 day



Solution Assumptions

Workforce TeleStaff Enterprise

- 2 Workforce TeleStaff environment(s) included in this deployment
- Solution development prep workshop
- Solution development workshop
- 1 scheduling groups without fill rules
- 2 scheduling groups with fill rules
- Train the trainer workshop
- 2 sites/locations
- 4 additional days of user acceptance testing support
- 4 additional days for training
- Customer is integrating with Workforce Central
- Customer will implement hosted IVR
- 4 distinct Bid configurations



Services Investment Summary

This SOW represents a time and materials engagement. Travel expenses for onsite training and testing are included.

Service Type	
Professional Services	\$103,194.00
Educational Services	\$1,237.50
	\$104,431.50



Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Statement of Work is subject to the County of Santa Clara - Probation's agreement with Kronos governing Professional and Education Services. By signing below, the authorized County of Santa Clara - Probation's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

County of Santa Clara - Probation

DocuSigned by:
Mike Birdhard
9469353B526E4FB...

By: _____ Date: 12/28/2017

Title: Deputy Chief Probation

County of Santa Clara - Probation may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2017.



APPENDIX

EXHIBIT A SAMPLE PROJECT TEAM TASKS

Workforce TeleStaff - County of Santa Clara - Probation	Kronos Project Team	Santa Clara Project Team
Initiate Phase		
Project Initiation		
KTM preparation	Project Manager, Solution Consultant	
Knowledge Transfer Meeting (KTM)	Project Manager, PreSales, Services Architect, Solution Consultant, Account Executive	
Solution Overview meeting	Solution Consultant, Project Manager, Technology Consultant	
Executive sponsor introduction	Project Manager	Sponsor
Project Planning		
Produce initial project plan	Project Manager	
Project plan review session	Project Manager	Sponsor, Project Lead
Publish project plan	Project Manager	
Review Online Workspace	Project Manager	Project Lead
Project Kickoff		
Project Team Education Overview (PTF, KPass)	Project Manager	Project Lead
Prepare Kickoff presentation	Project Manager	
Kickoff meeting	Project Manager	Project Lead, Scheduling SME, Sponsor, IT, Payroll SME, Training Lead, Testing Lead
Testing Strategy meeting	Project Manager	Project Lead, Testing Lead
Education Strategy Planning		
Education Strategy meeting	Project Manager	Project Lead, Training Lead
Develop education roll out plan (end users, staffers, admin)		Training Lead



Review Kpass End User Training Kit		Training Lead
Customer Preparation		
Product training - KnowledgePass		Project Lead, Scheduling SME, Payroll SME, Training Lead, Testing Lead
Complete Project Team Fundamentals		Project Lead, Scheduling SME, Sponsor, IT, Payroll SME
Online Workspace: Populate Solution Survey		Project Lead, SME, Sponsor, IT, Payroll SME
Online Workspace: Populate Process Section		Project Lead, SME, Sponsor, IT, Payroll SME
Review Solution Development Readiness Checklist	Project Manager, Solution Consultant	Project Lead, Scheduling SME
Supplemental PTF Instruction		
Additional instruction - PTF Personnel Session 1	Solution Consultant	Project Lead, Scheduling SME
Complete PTF Worksheets		Project Lead, Scheduling SME
Additional review - PTF Personnel Session 2	Solution Consultant	Project Lead, Scheduling SME
Finalize PTF Worksheets and return		Project Lead, Scheduling SME
Staffing Diagram instruction	Solution Consultant	Scheduling SME
Complete Staffing Diagram		Scheduling SME
Solution Development Readiness Checklist deliverables complete		Project Lead
Solution Development Readiness	Solution Consultant	Project Lead, Scheduling SME
Solution Development Readiness - Breakout sessions	Solution Consultant	Project Lead, Scheduling SME
Solution Development Readiness (File Transfer Overview)	Solution Consultant	Project Lead
Cloud Overview session	Solution Consultant, Cloud Build Mgr	Project Lead
Technical Readiness session (on premise)	Technology Consultant	IT
Pre-installation check in (on premise)	Technology Consultant	IT



Workforce TeleStaff installation (on premise)	Technology Consultant	IT
Workforce TeleStaff installation (cloud)	Technology Consultant	
Complete installation report	Technology Consultant	
Checkpoint: Authorization to Proceed to Solution Development	Project Manager	Project Lead, Sponsor
Collaborate Phase		
Database Creation and Configuration		
Complete database build and configuration	Solution Consultant	
Deliver TeleStaff database	Solution Consultant	
Solution Development Workshop preparation	Solution Consultant	
Prepare Test Case Worksheet (with initial test cases)	Solution Consultant	
Solution Development Workshops		
Solution Development Workshop(s)	Solution Consultant	Project Lead, Scheduling SME
Complete database changes, if applicable	Solution Consultant	
Lab #1		Project Lead, Scheduling SME
File Transfers		
Standard File Export (if applicable)	Solution Consultant	Project Lead, Scheduling SME
Standard File Import (if applicable)	Solution Consultant	Project Lead, Scheduling SME
WFTS Solution Walkthrough	Solution Consultant	Project Lead, Scheduling SME
Solution Testing Preparation		
Prepare Testing Readiness presentation	Project Manager	
Testing Readiness	Project Manager	Project Lead, Testing Lead
Customer Testing Preparation		
Create test cases/scenarios		Project Lead, Scheduling SME, Testing Lead
Identify testers and availability		Testing Lead
Assign testers to KPass Learning Path		Testing Lead
Test Team Education - Complete KPass Learning Path		Project Lead, Testing Lead, Testing Team
Deliver finalized test cases		Project Lead, Testing Lead
OpenProject - import test cases	Solution Consultant	



OpenProject - Walkthrough	Solution Consultant	Project Lead, Testing Lead
Checkpoint: Authorization to Proceed to User Acceptance Testing	Project Manager	Project Lead
Guided Solution Testing		
Train-the-Tester	Solution Consultant	Project Lead, Testing Lead, Testing Team
Unit Testing session 1	Solution Consultant	Project Lead, Testing Lead, Testing Team
Unit Testing session 2	Solution Consultant	Project Lead, Testing Lead, Testing Team
User Acceptance Testing session 1	Solution Consultant	Project Lead, Testing Lead, Testing Team
User Acceptance Testing session 2	Solution Consultant	Project Lead, Testing Lead, Testing Team
Payroll Export		Scheduling SME, IT
Other files		Scheduling SME, IT
Determine training dates, start/end times, locations		Training Lead, Training Team
Prepare KPass End User Training Kit		Training Lead, Training Team
Create training materials		Training Lead, Training Team
Create scenarios in training database		Project Lead, Scheduling SME
Train-the-Trainer preparation	Solution Consultant	
Non-production environment build (on-premise)		IT
Prepare for Go-Live Checklist meeting	Project Manager, Solution Consultant	
Go-Live Preparation meeting	Solution Consultant, Project Manager	Project Lead
Cloud Launch Approval signoff	Project Manager, Technology Consultant	
Checkpoint: Authorization to Proceed to Adopt	Project Manager	Project Lead
Adopt Phase		
Import accrual data		Project Lead, Scheduling SME, IT
Deploy file transfers		Project Lead, IT



Deploy Payroll Export		Project Lead, IT
Deploy Custom Interface (if applicable)		Project Lead, IT
Deployment Go Live		
Train-the-trainer	Solution Consultant	Project Lead, Training Lead
Staffer/administrator education		Training Lead, Training Team
End User education		Training Lead, Training Team
Go Live Support		Project Lead, Scheduling SME
Go live support review session	Solution Consultant	Project Lead, Scheduling SME
Checkpoint - Readiness to Proceed to Support	Project Manager	Project Lead
Project Close	Project Manager	Project Lead, Sponsor





ORDER FORM

Quote#: 590886 - 1
Expires: 30-DEC-2017
Sales Executive: Johnson, Mary Lear

Order Type: Upgrade US
Date: 04-DEC-2017
Page: 1/2

Bill To: Attn:ANNICK NGUYEN
 COUNTY OF SANTA CLARA PROBATION DEPT
 2314 N FIRST STREET
 SAN JOSE
 CA 95131
 United States

Ship To: Attn:ANNICK NGUYEN
 COUNTY OF SANTA CLARA PROBATION
 DEPT
 2314 N FIRST STREET
 SAN JOSE
 CA 95131
 United States

Solution ID: 6043545

Contact:
Email: annick.nguyen@fin.sccgov.org
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF	1	
	Total Price	0.00

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	0.00
	Total Price	0.00

*Support values listed above are total for all applicable products in each section of this order form

QUOTE SUMMARY

Description	Total Price
Subtotal	0.00
Deposit	0.00
Tax	0.00
Grand Total	0.00



Quote#: 590886 - 1

Page: 2/2

**COUNTY OF SANTA CLARA PROBATION
DEPT**

Kronos Incorporated

DocuSigned by:
Nick Birchard
Signature: _____
9469353B526E4FB...

Signature: _____

Name: Nick Birchard

Name: _____

Title: Deputy Chief Probation

Title: _____

Effective Date: 12/28/2017

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. 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. Shipping and handling charges will be reflected on the final invoice.



ORDER FORM DETAIL

Quote#: 590855 - 1
Expires: 30-DEC-2017
Sales Executive: Johnson, Mary Lear

Order Type: Upgrade US
Date: 04-DEC-2017
Page: 1/2

Bill To: Attn:ANNICK NGUYEN
 COUNTY OF SANTA CLARA PROBATION DEPT
 2314 N FIRST STREET
 SAN JOSE
 CA 95131
 United States

Ship To: Attn:ANNICK NGUYEN
 COUNTY OF SANTA CLARA PROBATION
 DEPT
 2314 N FIRST STREET
 SAN JOSE
 CA 95131
 United States

Solution ID: 6043545

Contact:
Email: ANNICK NGUYEN
 EXCEPTION@KRONOS.COM
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Kronos will invoice Customer each month in arrears for Workforce Telestaff IVR service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.12 per minute.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF IVR SERVICE	1	0.00
Total Price		0.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
Total Price		0.00

Item	Quantity	Total Price
SUBSCRIPTION SOFTWARE SERVICE	1	0.00
Total Price		0.00

QUOTE SUMMARY

Description	Total Price
Subtotal	0.00
Deposit	0.00
Tax	0.00
Grand Total	0.00



Quote#: 590855 - 1

Page: 2/2

**COUNTY OF SANTA CLARA PROBATION
DEPT**

Kronos Incorporated

Signature: DocuSigned by:
Nick Birchard
9469353B526E4FB...

Signature: _____

Name: Nick Birchard

Name: _____

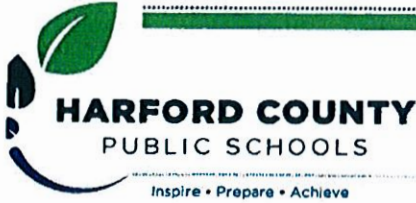
Title: deputy chief probation

Title: _____

Effective Date: 12/28/2017

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. 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. Shipping and handling charges will be reflected on the final invoice.



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

November 18, 2016

**CONTRACT #14-JLR-003 RENEWAL #1
March 18, 2017 – March 17, 2018**

This contract renewal is made and entered into this 18th day of November, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Kronos Incorporated, of 297 Billerica Rd., Chelmsford, Massachusetts, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated March 18, 2014 (hereafter referred to as the Contract), for the Contractor to furnish and supply Workforce Management Software in accordance with RFP #14-JLR-003.

WHEREAS, the original Contract term will expire on March 17, 2017;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the option to renew this contract for one (1) year for the time period from March 18, 2017 through March 17, 2018.
2. Pricing structures and related pricing terms are adjusted as per the updated Exhibit B and the Exhibit A updated Kronos Terms and Conditions with the addition of the additional terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is one additional possible renewal remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 11/21/16

KRONOS INCORPORATED

By: [Signature]
Signature

Name: John O'Brien

Title: Sr. V.P., Global Sales

Date: 11/18/16

Exhibit A

KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES (102016v3)

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 2.
- SECTION C-1:** **APPLICATION HOSTING TERMS AND CONDITIONS .** This Section applies only for transactions that involve Kronos hosting for Software licensed under Section B and identified as CLOUD.
- 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 WORKFORCE READY SAAS TERMS AND CONDITIONS.** This Section applies only for Workforce Ready transactions.
- SECTION F:** **KRONOS ADDENDUM VOXEO PROPHECY SERVICES.** This Section applies to the Voxeo Prophecy services.
- SECTION G:** **KRONOS HEALTHCARE EXTENSION WITH THE WORKFORCE CENTRAL SAAS.** This section applies to the Healthcare Extension ordered with the Workforce Central SaaS.
- SECTION H:** **KRONOS HEALTHCARE EXTENTION WITH THE APPLICATION HOSTING.** This section applies to the Healthcare extension ordered with the Kronos Application Cloud services.
- SECTION I:** **BUSINESS ASSOCIATED AGREEMENT.** This Section applies with the services ordered under Sections G, H and K.
- SECTION J:** **CLOUD SERVICES FOR EXTENSION APPLICATION.** This Section applies with the Sections G and H.
- SECTION K:** **CLIENT PARTNERSHIP SERVICES.** This Section applies to the client Partnership services ordered by Healthcare 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 the Workforce Ready Saas Orders;
- (v) Section F shall apply to Voxeo Prophecy ordered to Kronos; and
- (vi) Section G shall apply to the Kronos Healthcare Extension order.
- (vii) Section H shall apply to the Healthcare Extension ordered with the Kronos Application Cloud services.
- (viii) Section I shall apply with the services ordered under Sections G, H and K.
- (ix) Section J shall apply with the Sections G and H.
- (x) Section K shall apply to the client Partnership services ordered by Healthcare Customers.

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 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 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

"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 such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto. Cloud Services are described as set forth 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 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 Order Form for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Products 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 A.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 Implementation 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 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. 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.

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.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation Services. Kronos will provide the Implementation Services to Customer. Implementation Services described in an SSS 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

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 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 and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit D-1. 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 Services. 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) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit D-1 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 product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when necessary. During these Maintenance Periods, the Services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Services available to Customer; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least one day in advance of any known downtime so planning can be facilitated by Customer.

Currently scheduled Maintenance Periods for the Services are:

Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)
Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Customer and Kronos.

"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.

Limitations: 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 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.

EXHIBIT B-1-1

ADDENDUM TO EXHIBIT B-1 IN ACCORDANCE WITH THE U.S. COMMUNITIES CONTRACT #14-JLR-003

This Agreement to purchase pursuant to the Terms and Conditions of the U.S. Communities Agreement #14-JLR-003 ("U.S. Communities Contract"), entered into by and between **Kronos Incorporated** (hereinafter referred to as "Kronos") and **County of Santa Clara Probation Dept** (hereinafter referred to as "Customer"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION 1 – INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by Customer and Kronos, and shall include these terms and conditions, any exhibits to this Agreement and Sections A, B (for professional and educational services only), D and F of the above referenced U.S. Communities Contract, and any written supplemental agreement or modification entered into between Customer and Kronos, in writing, after the date of this Agreement.
- 1.02 The terms and conditions of the above referenced U.S. Communities Contract, as of the date of execution of this Agreement, are hereby incorporated by reference. The Customer, as an eligible Participating Public Agency, shall assume the rights and obligations of the Customer (as defined in the U.S. Communities Contract) when making purchases of goods or services under the U.S. Communities Contract and terms and conditions of the U.S. Communities Contract shall apply to the Customer as they apply to the Customer, except as otherwise specified herein.

SECTION II. ADDITIONAL TERMS AND MODIFICATIONS TO EXISTING U.S. COMMUNITES CONTRACT

- 2.01 Section 2.5(c) (Term) of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby amended to change the term “fifteen (15) days” to “thirty (30) days”.
- 2.02 The first sentence of Section 4.1 (Right to Use) of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby struck and replaced with: “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, which includes fulfilling Customers mission of providing services to the public: 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.

- 2.03 The first sentence of Section 13.1 (Indemnification) of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby struck and replaced with: “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, patent or trademark, and 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 as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos’ settlement of such a Claim. ”
- 2.04 Section 14.2 (Limitation of Liability) of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby struck and replaced with: EXCEPT FOR (i) EITHER PARTIES INDEMNIFICATION OBLIGATIONS SET FORTH IN THE AGREEMENT, (ii) THE MISAPPROPRIATION OF KRONOS’ INTELLECTUAL PROPERTY, (iii) PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE, OR (iv) THE GROSS NEGLIGENCE, FRAUD OF INTENTIONAL MISCONDUCT OF A PARTY, THE TOTAL AGGREGATE LIABILITY OF A PARTY TO THE OTHER PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY A PARTY, 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 Section 14.2 (Limitation of Liability) of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby struck and replaced with: EXCEPT FOR (i) EITHER PARTIES INDEMNIFICATION OBLIGATIONS SET FORTH IN THE AGREEMENT, (ii) THE MISAPPROPRIATION OF KRONOS’ INTELLECTUAL PROPERTY, (iii) PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE, OR (iv) THE GROSS NEGLIGENCE, FRAUD OF INTENTIONAL MISCONDUCT OF A PARTY, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER 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.