



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

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND KRONOS FOR GOODS AND RELATED SERVICES

This Agreement is entered into by and between the County of Santa Clara (the "County") and Kronos ("Contractor") (the "Agreement").

The effective date of the Agreement is February 17, 2016. The parties, intended to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE: Kronos Workforce Management System Hardware and Software and Related Maintenance, Support and Services

AGREEMENT NUMBER: 5500002708

INITIAL AWARD DATE: February 17, 2016

AGREEMENT TERM: February 17, 2016 through March 17, 2017 with the option to renew for two (2) additional one (1) year periods, unless terminated earlier or otherwise amended.

COMMODITY NAME: 92045

AUTHORIZED USER: All County Agencies and Departments

COUNTY DEPARTMENT CONTACT: Steve Conrad
1555 Berger Drive, Bldg 2 San Jose, CA 95112
408-918-1903
Steve.conrad@fin.sccgov.org

SUPPLIER: Kronos, Inc.
297 Billerica Road
Chelmsford, MA 01824

SUPPLIER CONTACT: Mary Johnson, West Area Sales Executive
1-562-305-6156
mary.johnson@kronos.com

SUPPLIER NUMBER: 1014616

PURPOSE: To establish a contract with Kronos, Inc to provide hardware, software and related maintenance, support and services for SCC Kronos Time and Attendance System.

TAX STATUS: Taxable goods/Non-taxable services

PAYMENT TERMS: Net 30 days

TOTAL AGREEMENT VALUE: \$5,000,000

COUNTY CONTRACT ADMINISTRATOR: Julie Toy, at 408-491-7407 or Julie.toy@prc.sccgov.org

REFERENCE: The following exhibits are incorporated and constitute a material part of the Agreement:

Exhibit A: County of Santa Clara eStandard Terms and Conditions for Agreement for Goods and Related Services.

Exhibit B: US Communities/Kronos Agreement #14-JLR-003, Amendment #2, Exhibit A, Sections A and B, and Statement of Clarification.

Exhibit C: Supplemental US Communities/Kronos Terms and Conditions

Exhibit D: Pricing Summary

Exhibit E: County of Santa Clara Insurance Requirements

Exhibit F: County Travel Policy

Exhibit G: User Responsibility Statement

Exhibit H: Vendor Remote Access


By signing below, signatory warrants and represents that he/she executed this Agreement 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 Agreement, the entity on behalf of which he/she acted, executed this Agreement.


COUNTY OF SANTA CLARA

CONTRACTOR

RA

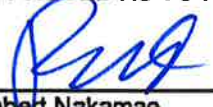

Julie Toy Date
Procurement Manager 2/16/16

By: 
Print: Jonathan Perez
Title: Order Processing Analyst
Date: 2/12/16



Jenti Vandertuig Date
Director of Procurement 2/18/16

APPROVED AS TO FORM AND LEGALITY



Robert Nakamae Date
Deputy County Counsel 2/16/16

EXHIBIT A
COUNTY OF SANTA CLARA eSTANDARD TERMS AND CONDITIONS
FOR AGREEMENT FOR GOODS AND RELATED SERVICES

WHEREAS, County desires to purchase software and related maintenance from Contractor, THEREFORE, The terms and conditions specific to that software, equipment, professional/educational services and related maintenance are appended hereto as Exhibit A and are incorporated into this Agreement.

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. PRODUCTS

Contractor agrees to provide the County all goods on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources actually purchased by the County. However, this Agreement does not provide authority to ship goods. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. COUNTY'S ACCEPTANCE OF CONTRACTOR'S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT. ADDITIONALLY, THIS AGREEMENT SHALL SUPERSEDE THE PRE-PRINTED TERMS OF ANY COUNTY PURCHASE ORDER OR OTHER COUNTY ORDERING DOCUMENT.

Contractor shall provide to the County, all documentation and manuals relevant to the goods to be supplied, at no additional cost. Such documentation shall be made available to the County electronically through Contractors Customer Portal upon acceptance and processing of the goods by Contractor or concurrently with the delivery of goods.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

All equipment shall be delivered to a County site specified in the contract release purchase order,

Contractor shall perform all Professional Services work in a professional manner consistent.

County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES (deleted)

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, Contractor shall inform the County of any special, promotional or reduced pricing that is available to the County.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by County's Procurement Director.

7. TIME OF THE ESSENCE (deleted)

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination shipping point. Freight or handling charges are not billable unless such charges are referenced on the invoice. Transportation receipts, if required by contract release purchase order, must accompany invoice.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS (deleted)

11. ADJUSTMENT BY COUNTY (deleted)

12. INVOICING

Contractor shall invoice according to Exhibit D of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year.

14. PAYMENT

The County's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due Net 30 days from the date of receipt and approval of correct and proper invoices.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

15. OTHER PAYMENT PROVISIONS

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

16. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges.

17. DISALLOWANCE (deleted)

18. TERMINATION FOR CONVENIENCE

The County may terminate any unused portions of Professional Services purchased under this Agreement or any contract release purchase order at any time for the convenience of the County

by giving at least thirty (30) days written notice prior to the intended date of termination specifying the effective date and scope of such termination.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of services.

19. TERMINATION FOR CAUSE

County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County

County shall provide written notice specifying the cause for termination and allow Contractor 30 days (or other longer specified time period by the County) to cure. If, within 30 days (or other longer specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause.

20. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

21. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

22. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the

termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County's activities. Contractor shall return to County all County assets or information in Contractor's possession.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

23. DISPUTES

Except for claims for injunctive relief or other equitable relief, in the event a controversy, dispute or disagreement arises between Kronos and Customer with respect to any matter arising out of this Agreement which cannot be resolved in the normal course, either party may escalate any such controversy, dispute or disagreement as follows: Within ten (10) business days of a written request by either party, Customer's designated project manager and Kronos' Project Manager/Account Executive shall meet and attempt to resolve the issue amicably and expeditiously. If these parties cannot resolve the issue within ten (10) business days of the meeting, then the issue shall be submitted to Customer's designated executive and Kronos' designated executive. If these parties cannot resolve the issue within fifteen (15) business days of submission to them, then the issue shall be submitted for resolution to Customer's designated senior executive and Kronos' designated senior executive. If the parties are still unable to resolve their dispute, they shall be free to pursue such other remedies as they deem appropriate subject to the terms of this Agreement.

24. ACCOUNTABILITY

Contractors will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

25. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor.

As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

26. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- B. If Kronos or its successor ceases to offer the Software Support services at any time during which Customer has elected to receive or renew Support for any Software licensed under this Agreement (such product is hereafter referred to as a "Discontinued Product"), Kronos or its successor shall provide to Customer, at no additional charge, (and support such software at the then current price Customer was paying for the Discontinued Product), and pursuant to the Agreement, any Software announced or licensed by Kronos or its successor to any other customer (a "Replacement Product") that (i) is, or is marketed as, a replacement for or successor to such Discontinued Product; (ii) has substantially similar price to such Discontinued Product; (iii) provides substantially similar functionality and features (i.e. not significantly greater nor significantly less) as the Discontinued Product; and (iv) is made available to all of Kronos' other supported customers of the Discontinued Product (i.e. as a part of standard Support). The Customer is not entitled to receive any other ancillary Products that Kronos or its successor sells or will sell as separate products under this provision. Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

27. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

28. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

29. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

30. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

31. INSURANCE

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

32. DAMAGE AND REPAIR BY CONTRACTOR (deleted)

33. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

34. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

35. INDEMNITY

County shall not be liable for, and Contractor shall defend, indemnify and hold harmless County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising from personal injury, death or damage to tangible personal property as a result of any reckless or willful act, or negligence of Contractor or its contractors, licensees, agents, servants or employees, except to the extent caused by the

negligence or willfulness of County Parties. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under its agreement with the County.

36. INTELLECTUAL PROPERTY INDEMNITY (deleted)

37. WARRANTY (deleted)

38. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available by phone or onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to evaluate all work performed and all records documenting the invoicing of professional services.

39. AUDIT RIGHTS

If applicable, pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

40. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

All books, records, reports, and accounts maintained pursuant to the Agreement documenting the invoicing of professional services, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies. County shall have the right to obtain copies of any and all of the books and records documenting the invoicing of professional services maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Upon written request from the County, Contractor shall provide copies of all orders placed by the County and a total contract release purchase order value for the County as a whole.

41. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

If applicable, Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement.

Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

42. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

43. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

44. NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.);

and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract for cause.

45. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

46. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

47. POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be

materially affected by the work performed under the Contract, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Contract, Contractor shall, upon execution of the Contract, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under the Contract. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

48. SEVERABILITY

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

49. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

50. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement or designee.

51. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

52. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

53. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

54. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

55. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described under the Contract Execution provision herein. .

56. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

57. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements.

58. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

59. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

60. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract"

means a contract that is executed by applying an electronic signature using technology approved by the County.

61. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

62. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

63. WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Countywide Contracting, no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within 5 days of satisfying the final judgment, decision, or

order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

64. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data.

Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement.

Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement.

Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

65. BUSINESS REVIEW MEETINGS

At a minimum, Contractor shall meet with the County on a quarterly basis and conduct a business review of the Agreement. Contractor shall provide usage and spend reports in soft copy as requested by County. The County Contract Administrator will schedule the meetings at a location within the County or by phone.

66. KEY PERSONNEL

Contractor shall provide an account team to manage the County's account. The account team shall be available 8:00am through 5:00pm, Monday through Friday, Contractor holidays excepted. Included in the account team shall be an account manager who shall be the point of contact for all matters related to the contract and shall promptly resolve issues should they occur.

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, Amendment #2, Exhibit A, Sections A and B.
3. Exhibit C – Supplemental US Communities/Kronos Terms and Conditions.

EXHIBIT B
US Communities/Kronos Agreement #14-JLR-003
Amendment #2, Exhibit A, Sections A & B Only

US Communities/Kronos Agreement #14-JLR-003 Exhibit A, Sections A & B are incorporated into the Agreement, with the following exceptions:

1. Section A General Terms and Conditions is revised to read:

Section 4 = Added "Subject to the CPRA and section 46 of the Agreement..."

Section 6 = Replaced with "Contractor shall obtain prior written approval from County for any travel and other out-of-pocket expenses. Contractor shall comply with the County's Travel Policy, attached as Exhibit F to the Agreement. Contractor shall be responsible for any expense that does not comply with the County's Travel Policy."

2. Section B Terms and Conditions for Software Licenses, Software and Equipment Support Services, and Educational and Professional Services is revised to read:

Section 3(iii) = Added "including provision of services to the public"

Section 11.8 = Added "This section shall not apply to indemnity obligations contained in the Agreement."

MASTER PURCHASE AGREEMENT

By and Between

**HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
AND
KRONOS INCORPORATED**

**CONTRACT AMENDMENT #2
TO
CONTRACT 14-JLR-003**

The Master Purchase Agreement made and executed by both parties is hereby amended to reflect the following changes.

This Amendment also updated the Workforce Central and Workforce Ready Software as a Services terms and conditions. The Exhibit A "Kronos terms and conditions" attached to this include the updated terms and conditions, namely in Section D and E of the Exhibit A.

This Amendment adds the Voxeo Cloud service. Voxeo is a telephony add-on to the Telestaff product that enables an inboard and outbound calling service through the Workforce Telestaff Product. General Terms for the Voxeo Cloud service can be found below in Section F of Exhibit A and the updated pricing is included in Exhibit B of this Amendment.

This Amendment adds Promotional Pricing offering discounted pricing SaaS Conversion offering but also includes the selection of annual price increases as set for in the Exhibit A and B.

This change is effective beginning September 1, 2015.


In witness whereof, the parties have executed this Amendment #2 in the year and day as noted below:

Harford County Public Schools, Maryland

By: 
Supervisor of Purchasing

Date: 9/4/15

Kronos Incorporated

By: 
Title: Sr. Vice President, Global Sales

Date: 9/8/2015

EXHIBIT A

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

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 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 Order; and
- (v) Section F shall apply to Voxeo Prophecy ordered to Kronos.

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.

Exhibit C
Supplemental US Communities/Kronos Terms and Conditions

The following documents are the supplemental terms and conditions of the US Communities/Kronos contract #14-JLR-003. The links are provided in Exhibit A, Sections A and B of the US Communities/Kronos contract.

1. Attachment 1 – Professional and Educational Services Engagement Policies
2. Attachment 2 – Kronos Support Offering Matrix Support Services At a Glance
3. Attachment 3 – Support and Policy Services
4. Attachment 4 – Redhat End User License Agreement JBOSS Enterprise Middleware

Exhibit C
Attachment 1
Professional and Educational Services Engagement Policies
Page 1 of 3

The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

1. Kronos will provide the Customer with a Services Scope Statement (also known as the "Statement of Work" or SOW) that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by the Customer. This Services Scope Statement is an estimate; the Assess Phase of the engagement will be used to determine whether modifications to the project scope or project budget are required.
2. The Services Scope Statement is valid for one year from the date of signature.
3. Any changes to the project scope and/or project duration will be reflected through the generation of a Kronos Change Order, which is initiated by the Kronos Project Manager and approved and signed by the Customer.
 - a. These changes could be due to an increase or change in project scope or deliverables, insufficient customer resources or time commitment, changes to customer project schedule, or technical limitations.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Services Scope Statement. In instances where specialized resources are requested, but not contained within the original Services Scope Statement, the quoted rate will be established as Kronos' current rate for such requested services.
5. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
6. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (VPN, DTS, GoToMyPC, PCAnywhere, etc.).
7. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.
8. If not hosted by Kronos Cloud Services, all required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer.
9. Customer Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information.
10. Scheduled Work Policies:
 - a. Professional Services
 - i. Professional Services work will be conducted during normal business hours, 8:00AM – 5:00PM, Monday through Friday.

- ii. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed after hours, on holidays, or on weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
 - 1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 - a. After Hours
 - i. All scheduled work will be billed at 1.5 times the contract rate by role
 - ii. After Hours is considered 5:00PM-8:00AM, Monday through Friday
 - b. Weekends
 - i. All scheduled work will be billed at 2.0 times the contract rate by role
 - ii. Weekends are considered 5:00PM Friday through 8:00AM Monday
 - c. Holiday
 - i. All scheduled work will be billed at 2.0 times the contract rate by role
 - ii. Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

b. Education Services

- i. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:
 - 1. After Hours
 - a. There will be a 1.5 times premium per student for public courses or per class for private day rates
 - b. After Hours is considered 5:00PM-8:00AM, Monday through Friday
 - 2. Weekends
 - a. There will be a 2.0 times premium per student for public courses or per class for private day rates
 - b. Weekends are considered 5:00PM Friday through 8:00AM Monday
 - 3. Holidays
 - a. There will be a 2.0 times premium per student for public courses or per class for private day rates
 - b. Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

11. Travel Policies

- a. Customer is responsible for airfare, lodging and related travel expenses for onsite consultants.
- b. Customer is responsible for travel costs for employees attending training at a Kronos location.

- c. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.
 - d. If a Kronos employee is required on-site per the customer request, a minimum of 8 hours will be billed per day.
12. Cancellation Policies: Kronos requires notification for the cancellation or rescheduling of Kronos personnel as well as the cancellation of Instructor led classes. Customer will be charged for failure to meet the following notification requirements:
- a. Professional Services:
 - i. 2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
 - ii. 1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
 - iii. Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays
 - b. Education Services:
 - i. For any PUBLIC course held in the traditional classroom or in the virtual classroom, attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 - ii. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 - c. Cancellation Policy Example:
 - i. Work is schedule for Wednesday, 1p-5p (4 hours)
 - ii. If customer cancels on:
 - 1. Friday – no penalty
 - 2. Monday – 50% of planned charges are invoiced (2 hours)
 - 3. Tuesday – 100% of planned charged are invoiced (4 hours)
 - d. Cancellation Policy Example with a Holiday:
 - i. Work is schedule for Wednesday, 1p-5p (4 hours)
 - ii. If customer cancels on:
 - 1. Thursday – no penalty
 - 2. Friday – 50% of planned charges are invoiced (2 hours)
 - 3. Monday – holiday, doesn't count as "business day"
 - 4. Tuesday – 100% of planned charged are invoiced (4 hours)

13. Additional Education Services Policies

- a. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.

Exhibit C
Attachment 2 – Kronos Support Offering Matrix
Support Services At a Glance

Protect your Kronos investment and improve business performance with comprehensive technical and customer support services for everyone from IT to new hires. With our tailored service plans you'll enjoy the peace of mind that comes from award-winning customer support. Choose from Gold, Gold Plus, Platinum, and Platinum Plus plans that provide increasing levels of support. Our dedicated teams help you keep your Kronos applications running smoothly and continually returning value. And information tools on our **customer portal** add to the telephone, and remote support you have under each plan.

Support Services	Software					Equipment	
	Platinum Plus	Platinum	Gold Plus	Gold		Depot Exchange	Depot Repair
	Plus Services Features						
Technical Account Manager 24 x 7	•						
Technical Account Manager 8 a.m.-8 p.m. local time (M-F)			•				
Proactive Preventive Support	•		•				
Complete Issue Tracking and Management	•		•				
Site Visit	•						
	Phone Support						
24 hours - 7 days a week	•	•					
Senior Specialists	•	•					
8 a.m.-8 p.m. local time (M-F)			•	•		•	•
	Web-Based Expertise						
Technical Advisories	•	•	•	•		•	•

Service Case Studies	•	•	•	•			
Learning Quick Tips	•	•	•	•			
Brown Bag Sessions	•	•	•	•			
HR and Payroll Answerforce™	•	•	•	•			
SHRM e-Learning	•	•	•	•			
Interactive Forms	•	•					
	Software Assurance						
Patches	•	•	•	•		•	•
Service Packs	•	•	•	•		•	•
Upgrades	•	•	•	•			
Legislative Updates	•	•	•	•			
	Web-Based Information						
Knowledge Base	•	•	•	•		•	•
eCase Management	•	•	•	•		•	•
Documentation	•	•	•	•		•	•
Customer Forums	•	•	•	•		•	•
Remote Support	•	•	•	•		•	•
	Equipment Services						
Depot Exchange - Next Day						•	
Depot Repair							•

Exhibit C
Attachment 3 - **Support Policies and Services**

Policies | **Software Services** | **Equipment Services**

Product Coverage

For each installation, Customers must purchase the same **software support service** type for all software and must purchase the same **equipment support service** type for all equipment of the same type. The latest Supported Product List is available at <https://customer.kronos.com/support/status/index.htm>.

Workforce Central suite

Kronos only provides service packs for the current release and the two immediately prior releases of the Software. We currently come out with new releases every eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

For Workforce Payroll, when service packs are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) — supported components include:
All procedures and Database Objects associated with the Workforce Analytics databases.
All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.
All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite

Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central

Kronos only provides "defect repairs" for the current release of the Software.

Kronos defines Version, Release, and Service Pack as follows:

Version: A software product upgrade that includes major new features or functionality.

Release: A software product upgrade that includes minor new features or functionality.

Service Pack: One or more defect repairs bundled into a single update. Service packs are cumulative - Service Pack N will, at minimum, include all of the changes delivered in Service Pack N-1.

The software product hierarchy is: Version . Release . Service Pack

Updates

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite) are required to purchase the licenses to the new version at the applicable license fees.

Support Exclusions

Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Customer's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Customer's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Customer's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or
6. Customer's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
8. Reprogramming, including reconfiguration of the Software or the rebuilding of Customer's database.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the applicable Kronos Service rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
 - a. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
 - b. Custom Reports
 - c. Custom Application extensions
6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
 - a. Adding a Workstation
 - b. Moving the Application
 - c. Reinstalling following a Hard Drive Crash
 - d. Service packs
8. Database Administration Maintenance or Services such as, but not limited to,
 - a. Database maintenance scripts
 - b. Writing or customizing database scripts for data reporting and/or retrieval
 - c. Performance Tuning
 - d. Sizing
 - e. Disaster Recovery
 - f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
 - a. Test environments, i.e., application servers, database servers
 - b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
 - a. Operating System
 - b. Network Issues
 - c. Firewalls

- d. Servers
 - e. Workstations
 - f. Single Sign On
11. Custom Reports or Custom Application Extensions
 12. Implementation or configuration services related to upgrading product such as, but not limited to,
 - a. Software implementation
 - b. Porting custom software (i.e., reports)
 - c. Change management
 - d. Training
 - e. New functionality deployment
 - f. Application interfaces
 13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
 14. Importing new data i.e. from acquisitions or purchasing of another company.
 15. Load balancing configuration
 16. Virtual server configuration

Support Discontinuance - End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Reinstatement of Support Services

In the event that Customer allows Software or Equipment support services to lapse or if Customer did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Customer must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

Service Coverage Period

Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — **Gold or Gold Plus Support**. *Please check Contact Us on the Customer Portal with your Support Center for the specific business hours of coverage at your location from your Support Services group.

Support Services groups:

Australia	8:00 a.m. - 5:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	9:00 a.m. - 6:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 5:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff — Platinum or Platinum Plus Support

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling

No workaround is available.

Medium Priority: A serious customer issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?
- How often should database maintenance be executed?

A workaround is available on the customer portal.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the customer and Kronos.

e.g., If a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday - Friday for Gold Support customers).

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.*

Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Customer Portal at <https://customer.kronos.com/ContactUs.htm>.

Policies | Software Services | Equipment Services

Software Support Services and Features

Kronos provides different levels of support offerings through our Platinum *Plus*, Platinum, Gold *Plus*, and Gold support services.

Platinum Plus Support Service

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available *24 hours per day, 7 days per week*. Platinum Plus customers can designate *5 named contacts*, and also enjoy one on-site visit per year.

Platinum Support Service

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to Kronos Global Support
- Access to Senior Support Engineers
- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from 8:00 a.m.-8:00 p.m., local time, Monday-Friday. Gold Plus customers can designate 2 *named contacts*.

Gold Support Service

Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00 p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

SuperSearch (Available to all Support Agreement customers)

The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.

- Knowledge base
- Documentation (Manuals and User Guides)
- Service packs
- Customer forums
- Technical Advisories and Technical Insiders
- Frequently asked questions (FAQs)

*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos customer portal. *Please sign up for email alerts to get notified of the release of new technical advisories on the Kronos customer portal.*

Service Case Studies (Available to Gold and Platinum level customers)

When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)

Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

Technical Insider (Available to Gold and Platinum level customers)

Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)

Experience training over the Internet on a variety of topics pertaining to your Kronos system. Kronos Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to your busy schedule. These sessions are one hour in length and are FREE for all Kronos customers with Gold or Platinum support agreements.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

SHRM e-Learning (Available to Gold and Platinum level customers)

SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. Browse the courses in the SHRM e-learning catalog <http://www.shrm.org/elearning/> to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Packs (Available to all Support Agreement customers)

Kronos Support Services entitles all customers who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Kronos customer portal. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll? module. For many products, the latest support releases (service packs) or legislative updates are posted on the customer portal for you to download and install. *Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.*

Knowledge Base (Available to all Support Agreement customers)

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that customers ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation (Available to all Support Agreement customers)

Online access to documentation for most of Kronos' products, for example:

- Installation guides
- Configuration guides
- Database administrators guides
- User guides
- System administrators guides
- Database views reference guides.

Customer Forums (Available to all Support Agreement customers)

Our Customer forums provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors ? or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service

Customers seeking support outside their service coverage period or Services that are not covered by your Support service or Customers without a Support Agreement on Active Product will be charged at the current Kronos hourly rate.

	Software/Equipment
	Phone Support
Day and Time (local time)	Minimum hours
Monday-Friday 8:00 a.m.-5:00 p.m.	2
Monday-Thursday 5:01 p.m.-7:59 a.m.	4
Friday-Monday 5:01 p.m.-7:59 a.m.	8

Conditions:

1. Time billed is minimum billable hours and then one hour increments.
2. The 8:00 a.m.- 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.
3. The response time for customers without a support agreement is within two business days.
4. Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
5. Per-event rates are not discountable.

Policies | Software Services | Equipment Services

Equipment / Hardware Support Services

Depot Exchange Service

The premium hardware service option: Kronos ships a replacement unit on an advance exchange basis by next-business day delivery where available if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange customers procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:

- You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory.
- Kronos ships a replacement unit on an advance exchange basis by next-business day delivery where available if request is received prior to 2:00 p.m.
- Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

Currently ONLY available in Australia, Canada, China, Mexico, New Zealand, and United States.

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "**consumables.**" In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 1. 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;
 2. 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;
 3. 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;
 4. 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;

5. e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
6. f. Customer's repair, attempted repair or modification of the Products.

- Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Depot Repair Service

This service was designed for those who keep their own inventory of spare terminals and options.

How it works:

- You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory.
- You send the terminal needing service back to the Kronos Equipment Services Center.
- Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available from the Australia and China Support Services groups.

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "**consumables**." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 1. 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;
 2. 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;
 3. 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;
 4. 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;
 5. e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
 6. f. Customer's repair, attempted repair or modification of the Products.
- Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Device Software Maintenance

Device Software Maintenance is designed for those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates. This service option lets you download equipment service packs from the Customer Portal to ensure that your time clock is always up to date with:

- The latest security enhancements
- Communication protocols
- Fixes and terminal software feature updates
- Compatibility updates with Kronos software or other terminals

Device Software Maintenance is included with Depot Exchange and Depot Repair.

Device Software Maintenance does NOT include any repair or exchange services.

How it works:

Go to the Customer portal at <https://customer.kronos.com>.

Register or log in to the Customer Portal. An email address and Kronos Solution ID are required to register for access to the customer portal.

Go to the Support page to access the equipment service packs.

Availability:

The Device Software Maintenance offering is available worldwide.

NOT available for the 100, 400, 500, Century and Cyber series terminals

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Per-event Repair Service

Per-event rates apply to customers without an equipment support agreement. The Kronos Equipment Services center will attempt to repair any repairable defective item within 15 business days after receipt at the current Per-event pricing. The product will be returned by regular surface transportation.

How it works:

- You contact Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory
- You send the terminal needing service back to the Kronos Equipment Services Center.
- Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the customer by regular surface transportation.

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

- Equipment Support Services do NOT include the replacement of "**consumables.**" In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 1. 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;
 2. 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;
 3. 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;
 4. 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;
 5. e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
 6. f. Customer's repair, attempted repair or modification of the Products.

- Repairs are warranted for 90 days from date of shipment.

*This service does **NOT** include access to equipment service packs / firmware updates.*

**EXHIBIT C
ATTACHMENT 4
REDHAT END USER LICENSE AGREEMENT
JBoss ENTERPRISE MIDDLEWARE**

(REFER TO PDF COPY ATTACHED SEPARATELY)

END USER LICENSE AGREEMENT JBoss® ENTERPRISE MIDDLEWARE



PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("EULA") governs the use of the JBoss Enterprise Middleware and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

1. License Grant. Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components) pursuant to the GNU Lesser General Public License v. 2.1. With the exception of certain image files identified in Section 2 below, each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component.

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3. Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.

4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

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7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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**EXHIBIT D
PRICING SUMMARY**

A. CONTACTS

1. County contact:

Steve Conrad, Controller-Treasurer Department
408-918-1903 or steve.conrad@fin.sccgov.org

Annick-Trucdao Nguyen, Controller-Treasurer Department
408-918-1904 or Annick.nguyen@fin.sccgov.org

2. Kronos contact:

Mary Johnson, West Area Sales Executive
1-562-305-6156
mary.johnson@kronos.com

B. FREIGHT

New hardware purchases: Prepaid and added to invoice.

Warranty Depot Exchange: Prepaid and allowed (Kronos pays all freight)

C. WARRANTY

Hardware is warranted for 90 days from date of shipment. FOB destination.

Software includes a 1 year maintenance. SW license keys are provide and is non-taxable.

D. MAINTENANCE

1. Current inventory list of hardware and software:

Maintenance on current inventory shall be renewed on an annual basis from March 1st to February 28th or February 29th, if a leap year. Annual price renewals shall not exceed 3% from prior year for the next 3 renewals (through February 2019).

2. For new purchases:

After the initial 90 days warranty, the cost for an annual hardware maintenance for Depot Exchange is \$285 per terminal and \$150 per Touch ID, with a maximum 3% increase annually for the next 3 renewals. First year pricing shall be prorated to co-terminate with the then maintenance end date of current inventory.

One year maintenance is included in the cost of the software. Thereafter, Gold software maintenance shall be calculated at 22% of the software purchased price, with a maximum of 3% increase annually for the next 3 renewals. First year pricing shall be prorated to co-terminate with the then maintenance end date of current inventory.

E. ACCESSORIES AND SPARE PARTS

Any hardware accessories or parts (Touch ID Option for H1/H2/H3 InTouch, Batteries for backup, Touch ID FVD, Touch ID FVM, ROHS, etc.) not specifically listed below will be priced at the same discount off of list as the hardware transaction volume rates listed in Item F below.

F. Item F (attached below) is the Kronos price list for new purchases.

G. Item G (attached below) is the maintenance renewal pricing for coverage period March 1, 2016 through February 28, 2017.



* 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	Discount %	Final Price
Workforce Central Software			≤4,999 ee		5,000-9,999ee		≥10,000ee +	
WORKFORCE TIMEKEEPER V7 or V8	Workforce	\$ 59.00	39%	\$ 35.99	41%	\$ 34.81	43%	\$ 33.63
WORKFORCE MANAGER V7 or V8	Workforce	\$ 462.00	39%	\$ 281.82	41%	\$ 272.58	43%	\$ 263.34
WORKFORCE ACTIVITIES V7 or V8	Workforce	\$ 70.00	39%	\$ 42.70	41%	\$ 41.30	43%	\$ 39.90
WORKFORCE ANALYTICS FOR Public Sector V7 or V8	Workforce	\$ 80.00	39%	\$ 48.80	41%	\$ 47.20	43%	\$ 45.60
WORKFORCE SCHEDULER V7 or V8	Workforce	\$ 65.00	39%	\$ 39.65	41%	\$ 38.35	43%	\$ 37.05
WORKFORCE RECORD MANAGER V7	Workforce	\$ 6.00	39%	\$ 3.66	41%	\$ 3.54	43%	\$ 3.42
WORKFORCE ENTERPRISE ARCHIVE V8 (REPLACES WORKFORCE RECORD MANAGER V7)	Workforce	\$ 6.00	39%	\$ 3.66	41%	\$ 3.54	43%	\$ 3.42
WORKFORCE ABSENCE MANAGER V7 OR V8	Workforce	\$ 51.00	39%	\$ 31.11	41%	\$ 30.09	43%	\$ 29.07
WORKFORCE INTEGRATION MANAGER V7 OR V8	Workforce	\$ 13.00	39%	\$ 7.93	41%	\$ 7.67	43%	\$ 7.41
WORKFORCE ANALYTICS V7 OR V8	Workforce	\$ 55.00	39%	\$ 33.55	41%	\$ 32.45	43%	\$ 31.35
WORKFORCE EMPLOYEE V7 OR V8	Workforce	\$ 40.00	39%	\$ 24.40	41%	\$ 23.60	43%	\$ 22.80
WORKFORCE ATTESTATION TOOL KIT V7 OR V8	Workforce	\$ 15.00	39%	\$ 9.15	41%	\$ 8.85	43%	\$ 8.55
WORKFORCE LEAVE V7 OR V8	Workforce	\$ 46.00	39%	\$ 28.06	41%	\$ 27.14	43%	\$ 26.22
WORKFORCE ATTENDANCE V7 OR V8	Workforce	\$ 23.00	39%	\$ 14.03	41%	\$ 13.57	43%	\$ 13.11
WORKFORCE ACCRUALS V7 OR V8	Workforce	\$ 23.00	39%	\$ 14.03	41%	\$ 13.57	43%	\$ 13.11
WORKFORCE MOBILE MANAGER V7 OR V8	Workforce	\$ 65.00	39%	\$ 39.65	41%	\$ 38.35	43%	\$ 37.05
WORKFORCE TABLET V7 OR V8	Workforce	\$ 99.00	39%	\$ 60.39	41%	\$ 58.41	43%	\$ 56.43
WORKFORCE MOBILE EMPLOYEE V7 OR V8	Workforce	\$ 8.00	39%	\$ 4.88	41%	\$ 4.72	43%	\$ 4.56
Workforce HR/PR Administrator V7 OR V8	Workforce	\$ 420.00	39%	\$ 256.20	41%	\$ 247.80	43%	\$ 239.40
Workforce HR V7 OR V8	Workforce	\$ 68.25	39%	\$ 41.63	41%	\$ 40.27	43%	\$ 38.90
Workforce Payroll V7 OR V8	Workforce	\$ 68.25	39%	\$ 41.63	41%	\$ 40.27	43%	\$ 38.90
Workforce Employee HR/PR V7 OR V8	Workforce	\$ 36.75	39%	\$ 22.42	41%	\$ 21.68	43%	\$ 20.95
Workforce Manager HR/PR V7 OR V8	Workforce	\$ 210.00	39%	\$ 128.10	41%	\$ 123.90	43%	\$ 119.70
Workforce Payroll ADP Interface V7 OR V8(Site License)	Workforce	\$ 7,500.00	39%	\$ 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%	\$ 15,250.00	41%	\$ 14,750.00	43%	\$ 14,250.00

QUICK TIME STAMP OFFLINE V7 OR V8 Workforce		\$ 25.00	38%	\$ 15.50						
Workforce	Workforce	\$ 25.00	39%	\$ 15.25	41%	\$ 14.75	43%	\$ 14.25		
Workforce Budgeting V7 or V8	Workforce	\$ 65.00	39%	\$ 39.65	41%	\$ 38.35	43%	\$ 37.05		
Workforce Task Management V7 or V8	Workforce	\$ 45.00	39%	\$ 27.45	41%	\$ 26.55	43%	\$ 25.65		
Workforce Tips & Tokes V7 or V8	Workforce	\$ 20.00	39%	\$ 12.20	41%	\$ 11.80	43%	\$ 11.40		
Workforce Forecast Manager for Healthcare V7 or V8	Workforce	\$ 9.00	39%	\$ 5.49	41%	\$ 5.31	43%	\$ 5.13		
Workforce Workload Manager for Healthcare V7 or V8	Workforce	\$ 35.00	39%	\$ 21.35	41%	\$ 20.65	43%	\$ 19.95		
Workforce Target Intelligence for Healthcare V7 or V8	Workforce	\$ 20.00	39%	\$ 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%	\$ 39,650.00	41%	\$ 38,350.00	43%	\$ 37,050.00		
Hardware										
KRONOS INTOUCH H2 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 9000 H2,STANDARD,MIFARE SMART CARD	Hardware	\$ 4,395.00	27%	\$ 3,208.35	32%	\$ 2,988.60	36%	\$ 2,812.80		
KRONOS INTOUCH 9000 H2,STANDARD,MAG	Hardware	\$ 3,745.00	27%	\$ 2,733.85	32%	\$ 2,546.60	36%	\$ 2,396.80		
KRONOS INTOUCH 9000 H2,STANDARD,ICLASS SMART CARD	Hardware	\$ 4,395.00	27%	\$ 3,208.35	32%	\$ 2,988.60	36%	\$ 2,812.80		
KRONOS INTOUCH 9000 H2,STANDARD,HID PROX	Hardware	\$ 4,295.00	27%	\$ 3,135.35	32%	\$ 2,920.60	36%	\$ 2,748.80		
KRONOS INTOUCH 9000 H2,SLIM,MIFARE SMART CARD	Hardware	\$ 4,395.00	27%	\$ 3,208.35	32%	\$ 2,988.60	36%	\$ 2,812.80		
KRONOS INTOUCH 9000 H2,SLIM,MAG	Hardware	\$ 3,745.00	27%	\$ 2,733.85	32%	\$ 2,546.60	36%	\$ 2,396.80		
KRONOS INTOUCH 9000 H2,SLIM,ICLASS SMART CARD	Hardware	\$ 4,295.00	27%	\$ 3,135.35	32%	\$ 2,920.60	36%	\$ 2,748.80		
KRONOS INTOUCH 9000 H2,SLIM,HID PROX	Hardware	\$ 4,295.00	27%	\$ 3,135.35	32%	\$ 2,920.60	36%	\$ 2,748.80		
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
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				
<u>Professional Services</u>								
Professional Services (Cost per Hour) Blended Rate	Professional Service	\$ 200.00	10%	\$ 180.00				
Professional Services Billing Roles - Project Manager	Professional Service	\$ 200.00	10%	\$ 180.00				
Professional Services Billing Role - Application Consultant	Professional Service	\$ 200.00	10%	\$ 180.00				
Professional Services Billing Role - Technical Consultant	Professional Service	\$ 215.00	16%	\$ 180.00				
Professional Services Billing Role - Education Consultant	Professional Service	\$ 200.00	10%	\$ 180.00				
Professional Services Billing Role - Integration Consultant	Professional Service	\$ 200.00	10%	\$ 180.00				
Professional Services Billing Role - Solution Consultant	Professional Service	\$ 200.00	10%	\$ 180.00				
Professional Services Billing Role - Solution Developer	Professional Service	\$ 225.00	20%	\$ 180.00				
Item Description	Pricelist Name	List Price	Discount %	Final Price				
<u>Training</u>								
Training Points	Training	\$ 1.00	10%	\$ 0.90				
Knowledge Pass 0-150ee	Training	\$ 525.00	10%	\$ 472.50				
Knowledge Pass 151-299ee	Training	\$ 945.00	10%	\$ 850.50				
Knowledge Pass 300-349ee	Training	\$ 1,575.00	10%	\$ 1,417.50				
Knowledge Pass 350-399ee	Training	\$ 1,850.00	10%	\$ 1,665.00				
Knowledge Pass 400-1500ee	Training	\$ 2,100.00	10%	\$ 1,890.00				
Knowledge Pass 1501-2500ee	Training	\$ 4,200.00	10%	\$ 3,780.00				
Knowledge Pass 2501-5000ee	Training	\$ 7,875.00	10%	\$ 7,087.50				
Knowledge Pass 5001-20000ee	Training	\$ 9,975.00	10%	\$ 8,977.50				
Knowledge Pass 20000+ee	Training	\$ 22,000.00	10%	\$ 19,800.00				

Payment Terms:	Net 30 Days	Quote Type:	Renewal
Currency:	USD	Customer:	COUNTY OF SANTA CLARA
Customer PO Number:		Solution ID:	6043545
		Contract #:	1024875 R02-OCT-15
		Date:	28-JAN-2016
		Prepared by:	Desiree Shadle / US West3

Bill To:	COUNTY OF SANTA CLARA 70 WEST HEDDING ST EAST WING, 2ND FLOOR SAN JOSE CA 95110 UNITED STATES	Ship To:	COUNTY OF SANTA CLARA 1555 BERGER DR, BUILDING 2 2ND FLOOR SAN JOSE CA 95112 UNITED STATES
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Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

CONTRACT SUMMARY

Contract Period: 01-MAR-2016 - 28-FEB-2017

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$302,160.43	\$0.00	\$302,160.43
Equipment Support Services	\$116,090.37	\$0.00	\$116,090.37
Educational Services	\$11,650.94	\$0.00	\$11,650.94
Total	\$429,901.74	\$0.00	\$429,901.74

Annualized Contract Value: \$434,296.49

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<p>COUNTY OF SANTA CLARA</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>KRONOS INCORPORATED</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING ST EAST WING, 2ND FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA
 1555 BERGER DR, BUILDING 2
 2ND FLOOR
 SAN JOSE CA 95112
 UNITED STATES

Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

CONTRACT SOFTWARE SUMMARY

Line	Product Category	Product Number	Product Name	License Count
1	Software	8800144-000	WORKFORCE TIMEKEEPER V7	20,000
2	Software	8800146-000	WORKFORCE EMPLOYEE V7	11,300
3	Software	8800147-000	WORKFORCE MANAGER V7	4,635
4	Software	8800148-000	WORKFORCE SCHEDULER V7	4,500
5	Software	8800153-000	WORKFORCE RECORD MANAGER V7	20,000
6	Software	8800154-000	WORKFORCE INTEGRATION MANAGER V7	20,000

CONTRACT EQUIPMENT SUMMARY

Line	Product Category	Product Number	Product Name	Quantity
1	Data Collection: InTouch	8609000-001	KRONOS INTOUCH 9000 H1, STANDARD, B/C	14
2	Data Collection: InTouch	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	65
3	Data Collection: InTouch	8609000-027	KRONOS INTOUCH 9000 H3, STANDARD, SMART CARD	3
4	Data Collection: InTouch	8609000-028	KRONOS INTOUCH 9000 H3, STANDARD, KR B/C	1
5	Data Collection: 4000	8602000-001	4500, FULL, NUM, B/C	14
6	Data Collection: 4000	8602000-301	4500, FULL, NUM, B/C, TID	2
7	Data Collection: 4000	8602004-001	4500, FULL, NUM, B/C	8
8	Data Collection: 4000	8602004-301	4500, FULL, NUM, B/C, TID	3
9	Data Collection: 4000	8602800-001	4500, FULL, NUM, B/C	24
10	Data Collection: 4000	8602800-501	4500, FULL, NUM, B/C, EXP MEMORY	184
11	Options: InTouch	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH	16
12	Options: InTouch	8609043-001	TOUCH ID OPTION FOR H1/H2/H3 INTOUCH	1
13	Options: Touch ID	8601823-002	KRONOS TOUCH ID FVD	23
14	Options: 4000	8602801-001	TOUCH ID FVM, ROHS	34

CONTRACT EDUCATIONAL SERVICES SUMMARY

Line	Product Category	Product Number	Product Name	License Count
1	Ed Services Subscription	8602748-001	KNOWLEDGE PASS	20,000

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: SANTA CLARA COUNTY LIBRARY DISTRICT
 1370 DELL AVE
 CAMPBELL CA 95008
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA
 1555 BERGER DR, BUILDING 2
 2ND FLOOR
 SAN JOSE CA 95112
 UNITED STATES

Contact: CHRISTI BERGER
Email: CBERGER@SCCL.ORG

SOFTWARE SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Gold Support Service									
1	Software	2.1	8800146-000	WORKFORCE EMPLOYEE V7	150	01-MAR-2016	28-FEB-2017	365	1,020.09

Software Support Services	Subtotal
	\$1,020.09

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA PARKS
 98 GARDEN HILL DRIVE
 LOS GATOS CA 95032
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA PARKS
 98 GARDEN HILL DRIVE
 LOS GATOS CA 95032
 UNITED STATES

Contact: ANNICK NGUYEN
Email: ANNICK.NGUYEN@FIN.SCCGOV.ORG

SOFTWARE SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Gold Support Service									
1	Software	4.2	8800147-000	WORKFORCE MANAGER V7	60	19-MAR-2016	28-FEB-2017	347	2,896.05

Software Support Services	Subtotal
	\$2,896.05

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING STREET
 EAST WING, 5TH FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA
 70 WEST HEDDING STREET
 EAST WING, 5TH FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Contact: ASSESSOR DEPT
Email:

EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: InTouch	6.1	8609000-027	KRONOS INTOUCH 9000 H3,STANDARD,SMART CARD	00JC395230	01-OCT-2016	28-FEB-2017	151	119.04
2	Data Collection: InTouch	6.2	8609000-027	KRONOS INTOUCH 9000 H3,STANDARD,SMART CARD	00JC395102	01-OCT-2016	28-FEB-2017	151	119.04
3	Data Collection: InTouch	6.3	8609000-027	KRONOS INTOUCH 9000 H3,STANDARD,SMART CARD	00JC394807	01-OCT-2016	28-FEB-2017	151	119.04

Subtotal
Equipment Support Services \$357.12

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING ST EAST WING, 2ND FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA - SOCIAL SERVICE
 AGENCY
 333 W JULIAN ST
 SAN JOSE CA 95110
 UNITED STATES

Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: 4000	12.1	8602800-001	4500,FULL,NUM,B/C	00EL057236	01-MAR-2016	28-FEB-2017	365	333.73
2	Data Collection: 4000	12.2	8602800-001	4500,FULL,NUM,B/C	00EL051484	01-MAR-2016	28-FEB-2017	365	333.73
3	Options: 4000	15.1	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
4	Options: 4000	15.2	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33

Equipment Support Services	Subtotal
	\$940.12

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING ST EAST WING, 2ND FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA SHERIFF
 55 WEST YOUNGER
 SAN JOSE CA 95110
 UNITED STATES

Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: 4000	11.7	8602000-001	4500,FULL,NUM,B/C	00S0438727	01-MAR-2016	28-FEB-2017	365	356.60
2	Data Collection: 4000	11.8	8602000-001	4500,FULL,NUM,B/C	00MS000655	01-MAR-2016	28-FEB-2017	365	356.60
3	Data Collection: 4000	11.9	8602000-001	4500,FULL,NUM,B/C	00S0438148	01-MAR-2016	28-FEB-2017	365	356.60
4	Data Collection: 4000	11.10	8602000-001	4500,FULL,NUM,B/C	00S0566048	01-MAR-2016	28-FEB-2017	365	356.60
5	Data Collection: 4000	11.11	8602000-001	4500,FULL,NUM,B/C	00S0428986	01-MAR-2016	28-FEB-2017	365	356.60
6	Data Collection: 4000	11.12	8602000-001	4500,FULL,NUM,B/C	00MS000876	01-MAR-2016	28-FEB-2017	365	356.60
7	Data Collection: 4000	11.13	8602000-001	4500,FULL,NUM,B/C	00S0399930	01-MAR-2016	28-FEB-2017	365	356.60
8	Data Collection: 4000	11.14	8602000-001	4500,FULL,NUM,B/C	00MS000775	01-MAR-2016	28-FEB-2017	365	356.60
9	Data Collection: 4000	11.15	8602000-001	4500,FULL,NUM,B/C	00S0426718	01-MAR-2016	28-FEB-2017	365	356.60
10	Data Collection: 4000	11.16	8602000-001	4500,FULL,NUM,B/C	00S0438156	01-MAR-2016	28-FEB-2017	365	356.60
11	Data Collection: 4000	11.17	8602000-001	4500,FULL,NUM,B/C	SLS0670257	01-MAR-2016	28-FEB-2017	365	356.60
12	Data Collection: 4000	11.18	8602000-001	4500,FULL,NUM,B/C	SLS0665248	01-MAR-2016	28-FEB-2017	365	356.60
13	Data Collection: 4000	11.19	8602000-001	4500,FULL,NUM,B/C	SLS0667592	01-MAR-2016	28-FEB-2017	365	356.60
14	Data Collection: 4000	11.25	8602000-001	4500,FULL,NUM,B/C	00R0022805	01-MAR-2016	28-FEB-2017	365	356.60
15	Data Collection: 4000	11.20	8602000-301	4500,FULL,NUM,B/C,TI D	SLS0672791	01-MAR-2016	28-FEB-2017	365	356.60
16	Data Collection: 4000	11.21	8602000-301	4500,FULL,NUM,B/C,TI D	00R0002703	01-MAR-2016	28-FEB-2017	365	356.60
17	Data Collection: 4000	11.1	8602004-001	4500,FULL,NUM,B/C	00S0689096	01-MAR-2016	28-FEB-2017	365	356.60
18	Data Collection: 4000	11.2	8602004-001	4500,FULL,NUM,B/C	00R0067771	01-MAR-2016	28-FEB-2017	365	356.60
19	Data Collection: 4000	11.3	8602004-001	4500,FULL,NUM,B/C	00R0035910	01-MAR-2016	28-FEB-2017	365	356.60
20	Data Collection: 4000	11.4	8602004-001	4500,FULL,NUM,B/C	00R0055417	01-MAR-2016	28-FEB-2017	365	356.60

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
21	Data Collection: 4000	11.5	8602004-001	4500,FULL,NUM,B/C	SLS0670628	01-MAR-2016	28-FEB-2017	365	356.60
22	Data Collection: 4000	11.6	8602004-001	4500,FULL,NUM,B/C	00R0062360	01-MAR-2016	28-FEB-2017	365	356.60
23	Data Collection: 4000	11.23	8602004-001	4500,FULL,NUM,B/C	00S0717849	01-MAR-2016	28-FEB-2017	365	356.60
24	Data Collection: 4000	11.24	8602004-001	4500,FULL,NUM,B/C	00EL063666	01-MAR-2016	28-FEB-2017	365	356.60
25	Data Collection: 4000	11.22	8602004-301	4500,FULL,NUM,B/C,TI D	SLS0669988	01-MAR-2016	28-FEB-2017	365	356.60
26	Data Collection: 4000	11.26	8602004-301	4500,FULL,NUM,B/C,TI D	00BM014387	01-MAR-2016	28-FEB-2017	365	350.37
27	Data Collection: 4000	11.27	8602004-301	4500,FULL,NUM,B/C,TI D	00BM014550	01-MAR-2016	28-FEB-2017	365	350.37
28	Data Collection: 4000	11.28	8602800-001	4500,FULL,NUM,B/C	00EL071837	01-MAR-2016	28-FEB-2017	365	333.73
29	Data Collection: 4000	11.29	8602800-001	4500,FULL,NUM,B/C	00EL070149	01-MAR-2016	28-FEB-2017	365	333.73
30	Data Collection: 4000	11.30	8602800-001	4500,FULL,NUM,B/C	00EL070043	01-MAR-2016	28-FEB-2017	365	333.73
31	Data Collection: 4000	11.31	8602800-001	4500,FULL,NUM,B/C	00EL069369	01-MAR-2016	28-FEB-2017	365	333.73
32	Data Collection: 4000	11.32	8602800-001	4500,FULL,NUM,B/C	00EL057178	01-MAR-2016	28-FEB-2017	365	333.73
33	Data Collection: 4000	11.33	8602800-001	4500,FULL,NUM,B/C	00EL056898	01-MAR-2016	28-FEB-2017	365	333.73
34	Data Collection: 4000	11.34	8602800-001	4500,FULL,NUM,B/C	00EL047412	01-MAR-2016	28-FEB-2017	365	333.73
35	Options: Touch ID	16.1	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
36	Options: Touch ID	16.2	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
37	Options: Touch ID	16.3	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
38	Options: Touch ID	16.4	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
39	Options: Touch ID	16.5	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
40	Options: Touch ID	16.6	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
41	Options: Touch ID	16.7	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
42	Options: Touch ID	16.8	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
43	Options: Touch ID	16.9	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
44	Options: Touch ID	16.10	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
45	Options: Touch ID	16.11	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
46	Options: Touch ID	16.12	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
47	Options: Touch ID	16.13	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
48	Options: Touch ID	16.14	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
49	Options: Touch ID	16.15	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
50	Options: Touch ID	16.16	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
51	Options: Touch ID	16.17	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
52	Options: Touch ID	16.18	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
53	Options: Touch ID	16.19	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
54	Options: Touch ID	16.20	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
55	Options: Touch ID	16.21	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
56	Options: Touch ID	16.22	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
57	Options: Touch ID	16.23	8601823-002	KRONOS TOUCH ID FVD		01-MAR-2016	28-FEB-2017	365	120.88
58	Options: 4000	16.24	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	135.37
59	Options: 4000	16.25	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	135.37
60	Options: 4000	16.26	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	135.37
61	Options: 4000	16.27	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	135.37
62	Options: 4000	16.28	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	135.37
63	Options: 4000	16.29	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	135.37
64	Options: 4000	16.30	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	135.30

Subtotal	
Equipment Support Services	\$15,679.61

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA SHERIFF
 55 WEST YOUNGER
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA SHERIFF
 55 WEST YOUNGER
 SAN JOSE CA 95110
 UNITED STATES

Contact: KEVIN PEZZANITI, 4/F
Email:

EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: InTouch	7.1	8609000-028	KRONOS INTOUCH 9000 H3, STANDARD, KR B/C	00JC415755	08-DEC-2016	28-FEB-2017	83	65.07
2	Options: InTouch	8.1	8609043-001	TOUCH ID OPTION FOR H1/H2/H3 INTOUCH		08-DEC-2016	28-FEB-2017	83	27.40

Equipment Support Services	Subtotal
	\$92.47

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING ST EAST WING, 2ND FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA
 1555 BERGER DR, BUILDING 2
 2ND FLOOR
 SAN JOSE CA 95112
 UNITED STATES

Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

SOFTWARE SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Gold Support Service									
1	Software	1.1	8800144-000	WORKFORCE TIMEKEEPER V7	20,000	01-MAR-2016	28-FEB-2017	365	11,199.15
2	Software	1.5	8800146-000	WORKFORCE EMPLOYEE V7	4,000	01-MAR-2016	28-FEB-2017	365	9,251.78
3	Software	1.7	8800146-000	WORKFORCE EMPLOYEE V7	150	01-MAR-2016	28-FEB-2017	365	870.29
4	Software	1.8	8800146-000	WORKFORCE EMPLOYEE V7	200	01-MAR-2016	28-FEB-2017	365	1,212.66
5	Software	1.9	8800146-000	WORKFORCE EMPLOYEE V7	6,000	01-MAR-2016	28-FEB-2017	365	27,683.25
6	Software	1.2	8800147-000	WORKFORCE MANAGER V7	1,040	01-MAR-2016	28-FEB-2017	365	19,129.06
7	Software	1.11	8800147-000	WORKFORCE MANAGER V7	500	01-MAR-2016	28-FEB-2017	365	45,807.62
8	Software	1.12	8800147-000	WORKFORCE MANAGER V7	50	01-MAR-2016	28-FEB-2017	365	3,908.73
9	Software	1.13	8800147-000	WORKFORCE MANAGER V7	100	01-MAR-2016	28-FEB-2017	365	7,402.90
10	Software	1.14	8800147-000	WORKFORCE MANAGER V7	250	01-MAR-2016	28-FEB-2017	365	17,069.70
11	Software	1.15	8800147-000	WORKFORCE MANAGER V7	15	01-MAR-2016	28-FEB-2017	365	743.73
12	Software	1.16	8800147-000	WORKFORCE MANAGER V7	40	01-MAR-2016	28-FEB-2017	365	1,766.24
13	Software	1.17	8800147-000	WORKFORCE MANAGER V7	1,500	01-MAR-2016	28-FEB-2017	365	50,017.66
14	Software	1.6	8800148-000	WORKFORCE SCHEDULER V7	4,500	01-MAR-2016	28-FEB-2017	365	37,086.80
15	Software	1.3	8800153-000	WORKFORCE RECORD MANAGER V7	15,000	01-MAR-2016	28-FEB-2017	365	4,529.42
16	Software	1.18	8800153-000	WORKFORCE RECORD MANAGER V7	5,000	01-MAR-2016	28-FEB-2017	365	1,576.49
17	Software	1.4	8800154-000	WORKFORCE INTEGRATION MANAGER V7	18,000	01-MAR-2016	28-FEB-2017	365	10,493.58
18	Software	1.10	8800154-000	WORKFORCE INTEGRATION MANAGER V7	2,000	01-MAR-2016	28-FEB-2017	365	2,093.08

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
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Software Support Services	Subtotal \$251,842.14
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EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: InTouch	19.1	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203758	01-MAR-2016	28-FEB-2017	365	323.78
2	Data Collection: InTouch	19.2	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203754	01-MAR-2016	28-FEB-2017	365	323.78
3	Data Collection: InTouch	19.3	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203730	01-MAR-2016	28-FEB-2017	365	323.78
4	Data Collection: InTouch	19.4	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC202441	01-MAR-2016	28-FEB-2017	365	323.78
5	Data Collection: InTouch	19.5	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC202437	01-MAR-2016	28-FEB-2017	365	323.78
6	Data Collection: InTouch	19.6	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC202285	01-MAR-2016	28-FEB-2017	365	323.78
7	Data Collection: InTouch	19.7	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC204389	01-MAR-2016	28-FEB-2017	365	323.78
8	Data Collection: InTouch	19.8	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203885	01-MAR-2016	28-FEB-2017	365	323.78
9	Data Collection: InTouch	19.9	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203846	01-MAR-2016	28-FEB-2017	365	323.78
10	Data Collection: InTouch	19.10	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203844	01-MAR-2016	28-FEB-2017	365	323.78
11	Data Collection: InTouch	19.11	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203789	01-MAR-2016	28-FEB-2017	365	323.78
12	Data Collection: InTouch	19.12	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203780	01-MAR-2016	28-FEB-2017	365	323.78
13	Data Collection: InTouch	19.13	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC203768	01-MAR-2016	28-FEB-2017	365	323.78
14	Data Collection: InTouch	19.14	8609000-001	KRONOS INTOUCH 9000 H1,STANDARD,B/C	00JC133576	01-MAR-2016	28-FEB-2017	365	323.78
15	Data Collection: InTouch	19.15	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC266993	01-MAR-2016	28-FEB-2017	365	312.10
16	Data Collection: InTouch	19.16	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC264469	01-MAR-2016	28-FEB-2017	365	312.10
17	Data Collection: 4000	10.1	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126832	01-MAR-2016	28-FEB-2017	365	302.40

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
18	Data Collection: 4000	10.2	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126831	01-MAR-2016	28-FEB-2017	365	302.40
19	Data Collection: 4000	10.3	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126830	01-MAR-2016	28-FEB-2017	365	302.40
20	Data Collection: 4000	10.4	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126826	01-MAR-2016	28-FEB-2017	365	302.40
21	Data Collection: 4000	10.5	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126805	01-MAR-2016	28-FEB-2017	365	302.40
22	Data Collection: 4000	10.6	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126672	01-MAR-2016	28-FEB-2017	365	302.40
23	Data Collection: 4000	10.7	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126580	01-MAR-2016	28-FEB-2017	365	302.40
24	Data Collection: 4000	10.8	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126563	01-MAR-2016	28-FEB-2017	365	302.40
25	Data Collection: 4000	10.9	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126547	01-MAR-2016	28-FEB-2017	365	302.40
26	Data Collection: 4000	10.10	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126535	01-MAR-2016	28-FEB-2017	365	302.40
27	Data Collection: 4000	10.11	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126493	01-MAR-2016	28-FEB-2017	365	302.40
28	Data Collection: 4000	10.12	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126478	01-MAR-2016	28-FEB-2017	365	302.40
29	Data Collection: 4000	10.13	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126410	01-MAR-2016	28-FEB-2017	365	302.40
30	Data Collection: 4000	10.14	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126369	01-MAR-2016	28-FEB-2017	365	302.40
31	Data Collection: 4000	10.15	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126321	01-MAR-2016	28-FEB-2017	365	302.40
32	Data Collection: 4000	10.16	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126253	01-MAR-2016	28-FEB-2017	365	302.40
33	Data Collection: 4000	10.17	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126244	01-MAR-2016	28-FEB-2017	365	302.40
34	Data Collection: 4000	10.18	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126117	01-MAR-2016	28-FEB-2017	365	302.40
35	Data Collection: 4000	10.19	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126049	01-MAR-2016	28-FEB-2017	365	302.40
36	Data Collection: 4000	10.20	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC126026	01-MAR-2016	28-FEB-2017	365	302.40
37	Data Collection: 4000	10.21	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC125949	01-MAR-2016	28-FEB-2017	365	302.40
38	Data Collection: 4000	10.22	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC125793	01-MAR-2016	28-FEB-2017	365	302.40
39	Data Collection: 4000	10.23	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC125736	01-MAR-2016	28-FEB-2017	365	302.40
40	Data Collection: 4000	10.24	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC125520	01-MAR-2016	28-FEB-2017	365	302.40
41	Data Collection: 4000	10.25	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC125164	01-MAR-2016	28-FEB-2017	365	302.40
42	Data Collection: 4000	10.26	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC124153	01-MAR-2016	28-FEB-2017	365	302.40
43	Data Collection: 4000	10.27	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC123345	01-MAR-2016	28-FEB-2017	365	302.40
44	Data Collection: 4000	10.28	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JP059880	01-MAR-2016	28-FEB-2017	365	302.40
45	Data Collection: 4000	10.29	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JC125195	01-MAR-2016	28-FEB-2017	365	302.40
46	Data Collection: 4000	10.30	8602800-501	4500, FULL, NUM, B/C, E XP MEMORY	00JP057449	01-MAR-2016	28-FEB-2017	365	302.40
47	Options: InTouch	18.1	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
48	Options: InTouch	18.2	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
49	Options: InTouch	18.3	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
50	Options: InTouch	18.4	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
51	Options: InTouch	18.5	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
52	Options: InTouch	18.6	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
53	Options: InTouch	18.7	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
54	Options: InTouch	18.8	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
55	Options: InTouch	18.9	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
56	Options: InTouch	18.10	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
57	Options: InTouch	18.11	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
58	Options: InTouch	18.12	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
59	Options: InTouch	18.13	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
60	Options: InTouch	18.14	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	136.33
61	Options: InTouch	18.15	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	131.41
62	Options: InTouch	18.16	8609020-001	TOUCH ID OPTION FOR H1/H2 INTOUCH		01-MAR-2016	28-FEB-2017	365	131.41

Equipment Support Services	Subtotal \$16,400.56
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EDUCATIONAL SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Ed Services Subscription									
1	Ed Services Subscription	21.1	8602748-001	KNOWLEDGE PASS	20,000	01-MAR-2016	28-FEB-2017	365	11,650.94

Educational Services	Subtotal \$11,650.94
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Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING ST EAST WING, 2ND FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA HHS - VALLEY
 MEDICAL CTR
 800 THORNTON AVENUE
 SAN JOSE CA 95128
 UNITED STATES

Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: 4000	9.1	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726064	01-MAR-2016	28-FEB-2017	365	352.48
2	Data Collection: 4000	9.2	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726058	01-MAR-2016	28-FEB-2017	365	352.48
3	Data Collection: 4000	9.3	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726057	01-MAR-2016	28-FEB-2017	365	352.48
4	Data Collection: 4000	9.4	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726052	01-MAR-2016	28-FEB-2017	365	352.48
5	Data Collection: 4000	9.5	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726047	01-MAR-2016	28-FEB-2017	365	352.48
6	Data Collection: 4000	9.6	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726046	01-MAR-2016	28-FEB-2017	365	352.48
7	Data Collection: 4000	9.7	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726039	01-MAR-2016	28-FEB-2017	365	352.48
8	Data Collection: 4000	9.8	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724968	01-MAR-2016	28-FEB-2017	365	352.48
9	Data Collection: 4000	9.9	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JP007749	01-MAR-2016	28-FEB-2017	365	352.48
10	Data Collection: 4000	9.10	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724942	01-MAR-2016	28-FEB-2017	365	352.48
11	Data Collection: 4000	9.11	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724937	01-MAR-2016	28-FEB-2017	365	352.48
12	Data Collection: 4000	9.12	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724934	01-MAR-2016	28-FEB-2017	365	352.48
13	Data Collection: 4000	9.13	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724933	01-MAR-2016	28-FEB-2017	365	352.48
14	Data Collection: 4000	9.14	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724878	01-MAR-2016	28-FEB-2017	365	352.48
15	Data Collection: 4000	9.15	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724876	01-MAR-2016	28-FEB-2017	365	352.48
16	Data Collection: 4000	9.16	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724874	01-MAR-2016	28-FEB-2017	365	352.48
17	Data Collection: 4000	9.17	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724872	01-MAR-2016	28-FEB-2017	365	352.48
18	Data Collection: 4000	9.18	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724871	01-MAR-2016	28-FEB-2017	365	352.48
19	Data Collection: 4000	9.19	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724852	01-MAR-2016	28-FEB-2017	365	352.48
20	Data Collection: 4000	9.20	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1723693	01-MAR-2016	28-FEB-2017	365	352.48

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
21	Data Collection: 4000	9.21	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1723691	01-MAR-2016	28-FEB-2017	365	352.48
22	Data Collection: 4000	9.22	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1722299	01-MAR-2016	28-FEB-2017	365	352.48
23	Data Collection: 4000	9.23	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC101702	01-MAR-2016	28-FEB-2017	365	352.48
24	Data Collection: 4000	9.24	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718951	01-MAR-2016	28-FEB-2017	365	352.48
25	Data Collection: 4000	9.25	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JP041087	01-MAR-2016	28-FEB-2017	365	352.48
26	Data Collection: 4000	9.26	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718944	01-MAR-2016	28-FEB-2017	365	352.48
27	Data Collection: 4000	9.27	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718942	01-MAR-2016	28-FEB-2017	365	352.48
28	Data Collection: 4000	9.28	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718941	01-MAR-2016	28-FEB-2017	365	352.48
29	Data Collection: 4000	9.29	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718940	01-MAR-2016	28-FEB-2017	365	352.48
30	Data Collection: 4000	9.30	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718934	01-MAR-2016	28-FEB-2017	365	352.48
31	Data Collection: 4000	9.31	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718933	01-MAR-2016	28-FEB-2017	365	352.48
32	Data Collection: 4000	9.32	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718868	01-MAR-2016	28-FEB-2017	365	352.48
33	Data Collection: 4000	9.33	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724790	01-MAR-2016	28-FEB-2017	365	352.48
34	Data Collection: 4000	9.34	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724789	01-MAR-2016	28-FEB-2017	365	352.48
35	Data Collection: 4000	9.35	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724787	01-MAR-2016	28-FEB-2017	365	352.48
36	Data Collection: 4000	9.36	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724786	01-MAR-2016	28-FEB-2017	365	352.48
37	Data Collection: 4000	9.37	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724785	01-MAR-2016	28-FEB-2017	365	352.48
38	Data Collection: 4000	9.38	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724784	01-MAR-2016	28-FEB-2017	365	352.48
39	Data Collection: 4000	9.39	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724783	01-MAR-2016	28-FEB-2017	365	352.48
40	Data Collection: 4000	9.40	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724782	01-MAR-2016	28-FEB-2017	365	352.48
41	Data Collection: 4000	9.41	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724779	01-MAR-2016	28-FEB-2017	365	352.48
42	Data Collection: 4000	9.42	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724778	01-MAR-2016	28-FEB-2017	365	352.48
43	Data Collection: 4000	9.43	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724777	01-MAR-2016	28-FEB-2017	365	352.48
44	Data Collection: 4000	9.44	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724775	01-MAR-2016	28-FEB-2017	365	352.48
45	Data Collection: 4000	9.45	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724773	01-MAR-2016	28-FEB-2017	365	352.48
46	Data Collection: 4000	9.46	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724772	01-MAR-2016	28-FEB-2017	365	352.48
47	Data Collection: 4000	9.47	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724770	01-MAR-2016	28-FEB-2017	365	352.48
48	Data Collection: 4000	9.48	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724768	01-MAR-2016	28-FEB-2017	365	352.48
49	Data Collection: 4000	9.49	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724764	01-MAR-2016	28-FEB-2017	365	352.48
50	Data Collection: 4000	9.50	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724763	01-MAR-2016	28-FEB-2017	365	352.48
51	Data Collection: 4000	9.51	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724761	01-MAR-2016	28-FEB-2017	365	352.48
52	Data Collection: 4000	9.52	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724760	01-MAR-2016	28-FEB-2017	365	352.48

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
53	Data Collection: 4000	9.53	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724759	01-MAR-2016	28-FEB-2017	365	352.48
54	Data Collection: 4000	9.54	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724753	01-MAR-2016	28-FEB-2017	365	352.48
55	Data Collection: 4000	9.55	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL100073	01-MAR-2016	28-FEB-2017	365	352.48
56	Data Collection: 4000	9.56	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL100052	01-MAR-2016	28-FEB-2017	365	352.48
57	Data Collection: 4000	9.57	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL098999	01-MAR-2016	28-FEB-2017	365	352.48
58	Data Collection: 4000	9.58	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC317685	01-MAR-2016	28-FEB-2017	365	352.48
59	Data Collection: 4000	9.59	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL098920	01-MAR-2016	28-FEB-2017	365	352.48
60	Data Collection: 4000	9.60	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL098918	01-MAR-2016	28-FEB-2017	365	352.48
61	Data Collection: 4000	9.61	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL098911	01-MAR-2016	28-FEB-2017	365	352.48
62	Data Collection: 4000	9.62	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL097054	01-MAR-2016	28-FEB-2017	365	352.48
63	Data Collection: 4000	9.63	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL097053	01-MAR-2016	28-FEB-2017	365	352.48
64	Data Collection: 4000	9.64	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL097043	01-MAR-2016	28-FEB-2017	365	352.48
65	Data Collection: 4000	9.65	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL096615	01-MAR-2016	28-FEB-2017	365	352.48
66	Data Collection: 4000	9.66	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL095950	01-MAR-2016	28-FEB-2017	365	352.48
67	Data Collection: 4000	9.67	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL092919	01-MAR-2016	28-FEB-2017	365	352.48
68	Data Collection: 4000	9.68	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091975	01-MAR-2016	28-FEB-2017	365	352.48
69	Data Collection: 4000	9.69	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091935	01-MAR-2016	28-FEB-2017	365	352.48
70	Data Collection: 4000	9.70	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091934	01-MAR-2016	28-FEB-2017	365	352.48
71	Data Collection: 4000	9.71	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091933	01-MAR-2016	28-FEB-2017	365	352.48
72	Data Collection: 4000	9.72	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091931	01-MAR-2016	28-FEB-2017	365	352.48
73	Data Collection: 4000	9.73	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091930	01-MAR-2016	28-FEB-2017	365	352.48
74	Data Collection: 4000	9.74	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091904	01-MAR-2016	28-FEB-2017	365	352.48
75	Data Collection: 4000	9.75	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091903	01-MAR-2016	28-FEB-2017	365	352.48
76	Data Collection: 4000	9.76	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090072	01-MAR-2016	28-FEB-2017	365	352.48
77	Data Collection: 4000	9.77	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726065	01-MAR-2016	28-FEB-2017	365	352.48
78	Data Collection: 4000	9.78	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726062	01-MAR-2016	28-FEB-2017	365	352.48
79	Data Collection: 4000	9.79	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726061	01-MAR-2016	28-FEB-2017	365	352.48
80	Data Collection: 4000	9.80	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726059	01-MAR-2016	28-FEB-2017	365	352.48
81	Data Collection: 4000	9.81	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726049	01-MAR-2016	28-FEB-2017	365	352.48
82	Data Collection: 4000	9.82	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1726048	01-MAR-2016	28-FEB-2017	365	352.48
83	Data Collection: 4000	9.83	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724941	01-MAR-2016	28-FEB-2017	365	352.48
84	Data Collection: 4000	9.84	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724938	01-MAR-2016	28-FEB-2017	365	352.48

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
85	Data Collection: 4000	9.85	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724936	01-MAR-2016	28-FEB-2017	365	352.48
86	Data Collection: 4000	9.86	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC058547	01-MAR-2016	28-FEB-2017	365	352.48
87	Data Collection: 4000	9.87	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724881	01-MAR-2016	28-FEB-2017	365	352.48
88	Data Collection: 4000	9.88	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724865	01-MAR-2016	28-FEB-2017	365	352.48
89	Data Collection: 4000	9.89	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724861	01-MAR-2016	28-FEB-2017	365	352.48
90	Data Collection: 4000	9.90	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724822	01-MAR-2016	28-FEB-2017	365	352.48
91	Data Collection: 4000	9.91	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718936	01-MAR-2016	28-FEB-2017	365	352.48
92	Data Collection: 4000	9.92	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718869	01-MAR-2016	28-FEB-2017	365	352.48
93	Data Collection: 4000	9.93	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724776	01-MAR-2016	28-FEB-2017	365	352.48
94	Data Collection: 4000	9.94	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724762	01-MAR-2016	28-FEB-2017	365	352.48
95	Data Collection: 4000	9.95	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL100064	01-MAR-2016	28-FEB-2017	365	352.48
96	Data Collection: 4000	9.96	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL100004	01-MAR-2016	28-FEB-2017	365	352.48
97	Data Collection: 4000	9.97	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL095846	01-MAR-2016	28-FEB-2017	365	352.48
98	Data Collection: 4000	9.98	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL092916	01-MAR-2016	28-FEB-2017	365	352.48
99	Data Collection: 4000	9.99	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC039607	01-MAR-2016	28-FEB-2017	365	352.48
100	Data Collection: 4000	9.100	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC039561	01-MAR-2016	28-FEB-2017	365	352.48
101	Data Collection: 4000	9.101	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JP055772	01-MAR-2016	28-FEB-2017	365	352.48
102	Data Collection: 4000	9.102	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC039410	01-MAR-2016	28-FEB-2017	365	352.48
103	Data Collection: 4000	9.103	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC009834	01-MAR-2016	28-FEB-2017	365	352.48
104	Data Collection: 4000	9.104	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC044579	01-MAR-2016	28-FEB-2017	365	352.48
105	Data Collection: 4000	9.105	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC123805	01-MAR-2016	28-FEB-2017	365	352.48
106	Data Collection: 4000	9.106	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC124587	01-MAR-2016	28-FEB-2017	365	352.48
107	Data Collection: 4000	9.107	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC125144	01-MAR-2016	28-FEB-2017	365	352.48
108	Data Collection: 4000	9.108	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC026279	01-MAR-2016	28-FEB-2017	365	352.48
109	Data Collection: 4000	9.109	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC362384	01-MAR-2016	28-FEB-2017	365	352.48
110	Data Collection: 4000	9.110	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC366053	01-MAR-2016	28-FEB-2017	365	352.48

Equipment Support Services	Subtotal
	\$38,772.80

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING ST EAST WING, 2ND FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA-DEPT OF HEALTH
 SRVCS
 2325 ENBORG LANE SUITE 320
 SAN JOSE CA 95128
 UNITED STATES

Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: 4000	13.1	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	90EL090335	01-MAR-2016	28-FEB-2017	365	352.54
2	Data Collection: 4000	13.2	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL096983	01-MAR-2016	28-FEB-2017	365	352.54
3	Data Collection: 4000	13.3	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091852	01-MAR-2016	28-FEB-2017	365	352.54
4	Data Collection: 4000	13.4	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091159	01-MAR-2016	28-FEB-2017	365	352.54
5	Data Collection: 4000	13.5	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL091128	01-MAR-2016	28-FEB-2017	365	352.54
6	Data Collection: 4000	13.6	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090474	01-MAR-2016	28-FEB-2017	365	352.54
7	Data Collection: 4000	13.7	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090453	01-MAR-2016	28-FEB-2017	365	352.54
8	Data Collection: 4000	13.8	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090361	01-MAR-2016	28-FEB-2017	365	352.54
9	Data Collection: 4000	13.9	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090333	01-MAR-2016	28-FEB-2017	365	352.54
10	Data Collection: 4000	13.10	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090280	01-MAR-2016	28-FEB-2017	365	352.54
11	Data Collection: 4000	13.11	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090274	01-MAR-2016	28-FEB-2017	365	352.54
12	Data Collection: 4000	13.12	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090013	01-MAR-2016	28-FEB-2017	365	352.54
13	Data Collection: 4000	13.13	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090012	01-MAR-2016	28-FEB-2017	365	352.54
14	Data Collection: 4000	13.14	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL090011	01-MAR-2016	28-FEB-2017	365	352.54
15	Data Collection: 4000	13.15	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL085583	01-MAR-2016	28-FEB-2017	365	352.54
16	Data Collection: 4000	13.16	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1724819	01-MAR-2016	28-FEB-2017	365	352.53
17	Data Collection: 4000	13.17	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1718898	01-MAR-2016	28-FEB-2017	365	352.53
18	Data Collection: 4000	13.18	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL100109	01-MAR-2016	28-FEB-2017	365	352.53
19	Data Collection: 4000	13.19	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL100081	01-MAR-2016	28-FEB-2017	365	352.53
20	Data Collection: 4000	13.20	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL098956	01-MAR-2016	28-FEB-2017	365	352.53

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
21	Data Collection: 4000	13.21	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL098949	01-MAR-2016	28-FEB-2017	365	352.53
22	Data Collection: 4000	13.22	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL097042	01-MAR-2016	28-FEB-2017	365	352.53
23	Data Collection: 4000	13.23	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL097019	01-MAR-2016	28-FEB-2017	365	352.53
24	Data Collection: 4000	13.24	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL095971	01-MAR-2016	28-FEB-2017	365	352.53
25	Data Collection: 4000	13.25	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL095847	01-MAR-2016	28-FEB-2017	365	352.53
26	Data Collection: 4000	13.26	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL092911	01-MAR-2016	28-FEB-2017	365	352.53
27	Data Collection: 4000	13.27	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL092903	01-MAR-2016	28-FEB-2017	365	352.53
28	Data Collection: 4000	13.28	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL092887	01-MAR-2016	28-FEB-2017	365	352.54
29	Data Collection: 4000	13.29	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL092827	01-MAR-2016	28-FEB-2017	365	352.53
30	Data Collection: 4000	13.30	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL092771	01-MAR-2016	28-FEB-2017	365	352.53
31	Data Collection: 4000	13.31	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00EL092722	01-MAR-2016	28-FEB-2017	365	352.53
32	Data Collection: 4000	13.32	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC008212	01-MAR-2016	28-FEB-2017	365	351.52
33	Data Collection: 4000	13.33	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC039288	01-MAR-2016	28-FEB-2017	365	351.53
34	Data Collection: 4000	13.34	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00JC273793	01-MAR-2016	28-FEB-2017	365	352.54

	Subtotal
Equipment Support Services	\$11,984.18

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING ST EAST WING, 2ND FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: SANTA CLARA VALLEY MEDICAL CENTER
 751 S BASCOM AVENUE
 SAN JOSE CA 95128
 UNITED STATES

Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: InTouch	20.1	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274756	01-MAR-2016	28-FEB-2017	365	312.07
2	Data Collection: InTouch	20.2	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274755	01-MAR-2016	28-FEB-2017	365	312.07
3	Data Collection: InTouch	20.3	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274754	01-MAR-2016	28-FEB-2017	365	312.07
4	Data Collection: InTouch	20.4	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274753	01-MAR-2016	28-FEB-2017	365	312.07
5	Data Collection: InTouch	20.5	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274752	01-MAR-2016	28-FEB-2017	365	312.07
6	Data Collection: InTouch	20.6	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274751	01-MAR-2016	28-FEB-2017	365	312.07
7	Data Collection: InTouch	20.7	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274750	01-MAR-2016	28-FEB-2017	365	312.07
8	Data Collection: InTouch	20.8	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274749	01-MAR-2016	28-FEB-2017	365	312.07
9	Data Collection: InTouch	20.9	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274748	01-MAR-2016	28-FEB-2017	365	312.07
10	Data Collection: InTouch	20.10	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274746	01-MAR-2016	28-FEB-2017	365	312.07

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
11	Data Collection: InTouch	20.11	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274744	01-MAR-2016	28-FEB-2017	365	312.07
12	Data Collection: InTouch	20.12	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274733	01-MAR-2016	28-FEB-2017	365	312.07
13	Data Collection: InTouch	20.13	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274730	01-MAR-2016	28-FEB-2017	365	312.07
14	Data Collection: InTouch	20.14	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274729	01-MAR-2016	28-FEB-2017	365	312.07
15	Data Collection: InTouch	20.15	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274728	01-MAR-2016	28-FEB-2017	365	312.07
16	Data Collection: InTouch	20.16	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274699	01-MAR-2016	28-FEB-2017	365	312.07
17	Data Collection: InTouch	20.17	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274698	01-MAR-2016	28-FEB-2017	365	312.07
18	Data Collection: InTouch	20.18	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274696	01-MAR-2016	28-FEB-2017	365	312.07
19	Data Collection: InTouch	20.19	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274693	01-MAR-2016	28-FEB-2017	365	312.07
20	Data Collection: InTouch	20.20	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274691	01-MAR-2016	28-FEB-2017	365	312.07
21	Data Collection: InTouch	20.21	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274690	01-MAR-2016	28-FEB-2017	365	312.07
22	Data Collection: InTouch	20.22	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274688	01-MAR-2016	28-FEB-2017	365	312.07
23	Data Collection: InTouch	20.23	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274687	01-MAR-2016	28-FEB-2017	365	312.07
24	Data Collection: InTouch	20.24	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274684	01-MAR-2016	28-FEB-2017	365	312.07
25	Data Collection: InTouch	20.25	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274452	01-MAR-2016	28-FEB-2017	365	312.07
26	Data Collection: InTouch	20.26	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274441	01-MAR-2016	28-FEB-2017	365	312.07

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
27	Data Collection: InTouch	20.27	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274439	01-MAR-2016	28-FEB-2017	365	312.07
28	Data Collection: InTouch	20.28	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274686	01-MAR-2016	28-FEB-2017	365	312.07
29	Data Collection: InTouch	20.29	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274430	01-MAR-2016	28-FEB-2017	365	312.07
30	Data Collection: InTouch	20.30	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274425	01-MAR-2016	28-FEB-2017	365	312.07
31	Data Collection: InTouch	20.31	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274424	01-MAR-2016	28-FEB-2017	365	312.07
32	Data Collection: InTouch	20.32	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274423	01-MAR-2016	28-FEB-2017	365	312.07
33	Data Collection: InTouch	20.33	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274422	01-MAR-2016	28-FEB-2017	365	312.07
34	Data Collection: InTouch	20.34	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274417	01-MAR-2016	28-FEB-2017	365	312.07
35	Data Collection: InTouch	20.35	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274414	01-MAR-2016	28-FEB-2017	365	312.07
36	Data Collection: InTouch	20.36	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274367	01-MAR-2016	28-FEB-2017	365	312.07
37	Data Collection: InTouch	20.37	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274364	01-MAR-2016	28-FEB-2017	365	312.07
38	Data Collection: InTouch	20.38	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274349	01-MAR-2016	28-FEB-2017	365	312.07
39	Data Collection: InTouch	20.39	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274219	01-MAR-2016	28-FEB-2017	365	312.07
40	Data Collection: InTouch	20.40	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC274139	01-MAR-2016	28-FEB-2017	365	312.07
41	Data Collection: InTouch	20.41	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC267179	01-MAR-2016	28-FEB-2017	365	312.07
42	Data Collection: InTouch	20.42	8609000-018	KRONOS INTOUCH 9000 H2, STANDARD, KR B/C	00JC266455	01-MAR-2016	28-FEB-2017	365	312.07

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
43	Data Collection: InTouch	20.43	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC266153	01-MAR-2016	28-FEB-2017	365	312.07
44	Data Collection: InTouch	20.44	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274757	01-MAR-2016	28-FEB-2017	365	312.07
45	Data Collection: InTouch	20.45	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274939	01-MAR-2016	28-FEB-2017	365	312.07
46	Data Collection: InTouch	20.46	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274938	01-MAR-2016	28-FEB-2017	365	312.07
47	Data Collection: InTouch	20.47	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274936	01-MAR-2016	28-FEB-2017	365	312.07
48	Data Collection: InTouch	20.48	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274918	01-MAR-2016	28-FEB-2017	365	312.07
49	Data Collection: InTouch	20.49	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274917	01-MAR-2016	28-FEB-2017	365	312.07
50	Data Collection: InTouch	20.50	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274859	01-MAR-2016	28-FEB-2017	365	312.07
51	Data Collection: InTouch	20.51	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274845	01-MAR-2016	28-FEB-2017	365	312.07
52	Data Collection: InTouch	20.52	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274836	01-MAR-2016	28-FEB-2017	365	312.07
53	Data Collection: InTouch	20.53	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274829	01-MAR-2016	28-FEB-2017	365	312.07
54	Data Collection: InTouch	20.54	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274823	01-MAR-2016	28-FEB-2017	365	312.07
55	Data Collection: InTouch	20.55	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274821	01-MAR-2016	28-FEB-2017	365	312.07
56	Data Collection: InTouch	20.56	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274820	01-MAR-2016	28-FEB-2017	365	312.07
57	Data Collection: InTouch	20.57	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274802	01-MAR-2016	28-FEB-2017	365	312.07
58	Data Collection: InTouch	20.58	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274801	01-MAR-2016	28-FEB-2017	365	312.07

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
59	Data Collection: InTouch	20.59	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274798	01-MAR-2016	28-FEB-2017	365	312.07
60	Data Collection: InTouch	20.60	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274796	01-MAR-2016	28-FEB-2017	365	312.07
61	Data Collection: InTouch	20.61	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274794	01-MAR-2016	28-FEB-2017	365	312.07
62	Data Collection: InTouch	20.62	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274780	01-MAR-2016	28-FEB-2017	365	312.07
63	Data Collection: InTouch	20.63	8609000-018	KRONOS INTOUCH 9000 H2,STANDARD,KR B/C	00JC274764	01-MAR-2016	28-FEB-2017	365	312.07

	Subtotal
Equipment Support Services	\$19,660.41

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA
 70 WEST HEDDING ST EAST WING, 2ND FLOOR
 SAN JOSE CA 95110
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA PROBATION DEPT
 2314 N FIRST STREET
 SAN JOSE CA 95131
 UNITED STATES

Contact: STEVE CONRAD
Email: STEVE.CONRAD@FIN.SCCGOV.ORG

EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: 4000	14.1	8602800-001	4500,FULL,NUM,B/C	00S1703441	01-MAR-2016	28-FEB-2017	365	333.73
2	Data Collection: 4000	14.2	8602800-001	4500,FULL,NUM,B/C	00EL070148	01-MAR-2016	28-FEB-2017	365	333.73
3	Data Collection: 4000	14.3	8602800-001	4500,FULL,NUM,B/C	00EL070142	01-MAR-2016	28-FEB-2017	365	333.73
4	Data Collection: 4000	14.4	8602800-001	4500,FULL,NUM,B/C	00EL069969	01-MAR-2016	28-FEB-2017	365	333.73
5	Data Collection: 4000	14.5	8602800-001	4500,FULL,NUM,B/C	00EL069513	01-MAR-2016	28-FEB-2017	365	333.73
6	Data Collection: 4000	14.6	8602800-001	4500,FULL,NUM,B/C	00EL069303	01-MAR-2016	28-FEB-2017	365	333.73
7	Data Collection: 4000	14.7	8602800-001	4500,FULL,NUM,B/C	00EL069258	01-MAR-2016	28-FEB-2017	365	333.73
8	Data Collection: 4000	14.8	8602800-001	4500,FULL,NUM,B/C	00EL069243	01-MAR-2016	28-FEB-2017	365	333.73
9	Data Collection: 4000	14.9	8602800-001	4500,FULL,NUM,B/C	00EL069129	01-MAR-2016	28-FEB-2017	365	333.73
10	Data Collection: 4000	14.10	8602800-001	4500,FULL,NUM,B/C	00EL069071	01-MAR-2016	28-FEB-2017	365	333.73
11	Data Collection: 4000	14.11	8602800-001	4500,FULL,NUM,B/C	00EL069051	01-MAR-2016	28-FEB-2017	365	333.73
12	Data Collection: 4000	14.12	8602800-001	4500,FULL,NUM,B/C	00EL069034	01-MAR-2016	28-FEB-2017	365	333.73
13	Data Collection: 4000	14.13	8602800-001	4500,FULL,NUM,B/C	00EL069016	01-MAR-2016	28-FEB-2017	365	333.73
14	Data Collection: 4000	14.14	8602800-001	4500,FULL,NUM,B/C	00EL057234	01-MAR-2016	28-FEB-2017	365	333.73
15	Data Collection: 4000	14.15	8602800-001	4500,FULL,NUM,B/C	00EL056553	01-MAR-2016	28-FEB-2017	365	333.73
16	Data Collection: 4000	14.16	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1720330	01-MAR-2016	28-FEB-2017	365	352.52
17	Data Collection: 4000	14.17	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1720327	01-MAR-2016	28-FEB-2017	365	352.52
18	Data Collection: 4000	14.18	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1720323	01-MAR-2016	28-FEB-2017	365	352.52
19	Data Collection: 4000	14.19	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1720313	01-MAR-2016	28-FEB-2017	365	352.52
20	Data Collection: 4000	14.20	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1715253	01-MAR-2016	28-FEB-2017	365	352.52

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
21	Data Collection: 4000	14.21	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1714411	01-MAR-2016	28-FEB-2017	365	352.52
22	Data Collection: 4000	14.22	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1713261	01-MAR-2016	28-FEB-2017	365	352.52
23	Data Collection: 4000	14.23	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1713251	01-MAR-2016	28-FEB-2017	365	352.52
24	Data Collection: 4000	14.24	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S1713250	01-MAR-2016	28-FEB-2017	365	352.52
25	Data Collection: 4000	14.25	8602800-501	4500,FULL,NUM,B/C,E XP MEMORY	00S0724110	01-MAR-2016	28-FEB-2017	365	352.52
26	Options: 4000	17.1	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
27	Options: 4000	17.2	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
28	Options: 4000	17.3	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
29	Options: 4000	17.4	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
30	Options: 4000	17.5	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
31	Options: 4000	17.6	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
32	Options: 4000	17.7	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
33	Options: 4000	17.8	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
34	Options: 4000	17.9	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
35	Options: 4000	17.10	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
36	Options: 4000	17.11	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
37	Options: 4000	17.12	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
38	Options: 4000	17.13	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
39	Options: 4000	17.14	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
40	Options: 4000	17.15	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	136.33
41	Options: 4000	17.16	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
42	Options: 4000	17.17	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
43	Options: 4000	17.18	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
44	Options: 4000	17.19	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
45	Options: 4000	17.20	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
46	Options: 4000	17.21	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
47	Options: 4000	17.22	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
48	Options: 4000	17.23	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
49	Options: 4000	17.24	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70
50	Options: 4000	17.25	8602801-001	TOUCH ID FVM,ROHS		01-MAR-2016	28-FEB-2017	365	162.70

Subtotal
Equipment Support Services \$12,203.10

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: COUNTY OF SANTA CLARA SUPERIOR COURT OF CALIFORNIA
 191 N. FIRST STREET
 SAN JOSE CA 95113
 UNITED STATES

Ship To: COUNTY OF SANTA CLARA
 1555 BERGER DR, BUILDING 2
 2ND FLOOR
 SAN JOSE CA 95112
 UNITED STATES

Contact: MARVIN BELL
Email: MBELL@SCSCOURT.ORG

SOFTWARE SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Gold Support Service									
1	Software	3.1	8800146-000	WORKFORCE EMPLOYEE V7	800	01-MAR-2016	28-FEB-2017	365	4,618.56
2	Software	3.2	8800147-000	WORKFORCE MANAGER V7	80	01-MAR-2016	28-FEB-2017	365	3,546.51

Software Support Services	Subtotal
	\$8,165.07

Report Type: Renewal
Customer: COUNTY OF SANTA CLARA
Solution ID: 6043545
Contract Number: 1024875 R02-OCT-15
Date: 28-JAN-2016
Prepared by: Desiree Shadle / US West3

Currency: USD

Bill To: SANTA CLARA VALLEY MEDICAL CENTER
 751 S BASCOM AVENUE
 SAN JOSE CA 95128
 UNITED STATES

Ship To: SANTA CLARA VALLEY MEDICAL CENTER
 751 S BASCOM AVENUE
 SAN JOSE CA 95128
 UNITED STATES

Contact: RICK ANDREWS
Email:

SOFTWARE SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Gold Support Service									
1	Software	5.1	8800147-000	WORKFORCE MANAGER V7	1,000	31-MAR-2016	28-FEB-2017	335	38,237.08

Software Support Services	Subtotal
	\$38,237.08

EXHIBIT E
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS (B3)
(e.g. Medical, Legal, Financial services, etc.)
Page 1 of 3

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement) For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

EXHIBIT E (revised)

Rev. 4/2002 3

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT F
COUNTY OF SANTA CLARA TRAVEL POLICY 2010
QUICK REFERENCE GUIDE FOR CONTRACTORS

Introduction

This is a quick reference guide to travel policies and procedures contained in the County's Travel Policy Desk Reference Manual. It is NOT meant to provide comprehensive information. County Service Agreements and Contracts shall be written to comply with County Travel Policy when terms include travel provisions for contractor whose travel expenses are paid by the County, unless grant specifically authorizes in writing that a different policy shall apply.

Guiding Principles

Payment of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by the contractor are reimbursable by the County only through a written contractual obligation signed by both parties. Contractor is obligated to follow the policies and procedures described therein. Contractor shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

Department Contractor Monitor approving the travel expenses shall determine:

1. if the trip is necessary
2. if the business reason for the trip is justified
3. if the business purpose could be accomplished by telephone, email or other means
4. if the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the Contract, reservation required for official travel by contractor can be arranged through designated travel agency whenever practicable, or by contractor when lowest available rate can be obtained and price is comparable to those obtained from travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary.

When arranging for travel, Contractor should consider any special rates, promotions, etc, which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, Contractor should consider relative costs, time efficiencies, and the number of people traveling together.

County will reimburse Contractor for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fee when submitted with receipt(s).

Contractors who use private auto for traveling on County business will be reimbursed at the current

IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport parking cost.

Rental car rate should be comparable to State rental car contract with low base rate.

Reimbursement is

limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The car must be turned in promptly. Additional daily charges will not be reimbursed.

Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

The Contractor assumes all risks and expenses associated with obtaining insurance deemed necessary when using a private vehicle or rental vehicle for business-related travel. The cost of such insurance is not reimbursable. It is the Contractor's responsibility to protect against damage to his/her vehicle and legal liability in the form of insurance that complies with State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gas.gov/>

1. Includes 48 contiguous States and District of Columbia high cost locations.
2. Applies to short term travel (29 days or fewer).
3. Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county.
4. If neither city nor county is listed, use CONUS standard lodging/meal rate.

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

Other Costs

Miscellaneous expenses must be itemized, and receipts must be provided for each single item of expense in excess of \$10.00.

Non-reimbursable Expenses include:

*Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to, travel performed:

1. prior to the execution of the agreement
2. after the expiration of the agreement
3. at a location not included in the agreement
4. during the term of the agreement, but without proper approval of contract monitor
5. travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract

*If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the Contractor.

*Airfare exceeding the lowest available price for standard coach class

*Parking and traffic violations

*Mileage for County vehicle

*Mileage for commute to work

*Emergency repairs for non-County vehicles

*Insurance not provided for under the Travel Policy

*Car rental Service Option and vehicle insurance

*Tips exceeding guidelines

*Airline club membership or credit card fees

*Refreshments, snacks, alcoholic beverages

*Personal travel expenses

*Medicinal remedies, health supplies, cosmetics

*Personal entertainment, e.g. in-room movies

*Childcare fees; kennel/boarding fees

*Short term airport parking exceeding long term rate

*Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting For the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip.

Travel reimbursement submitted six months after the travel ending date will not be reimbursed.

Travel Receipts

If the contract agreement has a provision for travel reimbursement, Contractor's travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

1. Name of the establishment
2. location of the establishment
3. Date(s) the expense(s) incurred
4. The type of expenses, and
5. The amount of the expenses

The following documentation, when applicable, must be included with each travel expense report:

1. Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket, regardless of amount.
2. Lodging - the itemized lodging receipt, regardless of amount.
3. Automobile rental - the original rental receipt, regardless of amount.
4. Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more.
5. Other required documentation as specified in the contract.

EXHIBIT G
SANTA CLARA COUNTY INFORMATION TECHNOLOGY
USER RESPONSIBILITY STATEMENT INSTRUCTIONS
(September 2010)

In May 1995 the Board of Supervisors charged each County organization with the responsibility for ensuring that all County employees had read and signed a statement of responsibility concerning use of the County's networks and information systems. The resulting County-wide User Responsibility Statement is intended as a *minimum* statement of User responsibility, and individual County Agencies and Departments may require Users to read and sign additional statements to meet any special requirements that apply within their own environments.

SANTA CLARA COUNTY IT USER RESPONSIBILITY STATEMENT

This User Responsibility Statement establishes a uniform, County-wide set of minimum responsibilities associated with being granted access to Santa Clara County information systems and/or County networks. A violation of this Statement may lead to disciplinary action, up to and including termination.

Definitions

County information systems and networks include, but are not limited to, all County-owned, rented, or leased servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, data bases and software. These items are typically under the direct control and management of County information system support staff. Also included are information systems and networks under the control and management of a service provider for use by the County, as well as any personally-owned device that a User has express written permission to use for County business purposes.

County-owned information/data is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by the County. This information/data is the exclusive property of the County of Santa Clara, unless constitutional provision, State or Federal statute, case law, or contract provide otherwise. County-owned information/data does not include a User's personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County-owned information system or on a network or system under the control and management of a service provider for use by the County.

A mobile device is any computing device that fits one of the following categories: laptops; Personal Digital Assistants (PDAs); handheld notebook computers and tablets, including but not limited to those running Microsoft Windows CE, PocketPC, Windows Mobile, or Mobile Linux operating systems; and "smart phones" that include email and/or data storage functionality, such as BlackBerry, Treo, Symbian-based devices, and iPhones. Note that the category "Mobile Device" does not include devices that are used exclusively for the purpose of making telephone calls.

A public record is any writing, including electronic documents, relating to the conduct of the people's business as defined by Government Code section 6252.

"Remote access" is defined as any access to County Information Technology (IT) resources (networks or systems) that occurs from a non-County infrastructure, no matter what technology is used for this access. This includes, but is not limited to, access to County IT resources from personal computers located in User's homes.

Users includes County employees who are on the permanent County payroll, as well as any other individual who has been authorized to access County networks and systems.

Key Points

1. General Code of Responsibility

The following General Code of Responsibility defines the basic standards for User interaction with County information systems and networks. All Users of County information systems and networks are required to comply with these minimum standards.

1.1 Users are personally responsible for knowing and understanding the appropriate standards for User conduct, and are personally responsible for any actions they take that do not comply with County policies and standards. If a User is unclear as to the appropriate standards, it is that User's responsibility to ask for guidance from appropriate information systems support staff or Department management.

1.2 Users must comply with basic County standards for password definition, use, and management.

1.3 With the exception of County-owned and approved devices issued to specific authorized County users, only authorized information systems support staff may attach any form of computer equipment to a County network or system unless express written permission to do so is given by Department management. This includes, but is not limited to, attachment of such devices as laptops, PDAs, peripherals (e.g., external hard drives, printers), and USB storage media.

1.4 The use of personally-owned USB storage media on any County computer system is prohibited. All such devices must be County-owned, formally issued to the User by the Department, and used only for legitimate County business purposes.

1.5 Connecting County owned computing equipment, including USB storage media, to non-County systems or networks is prohibited unless express written permission has been given by Department management. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a

You are responsible for your own behavior.

If you're unclear about a security standard, it's your responsibility to ask for guidance.

You must comply with County password standards.

Don't attach computer equipment of any kind to County systems or networks without permission.

Use only County-owned and issued USB storage media.

Don't attach County equipment of any kind to non-County computers or networks.

Key Points

permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.

1.6 No User, including information systems staff, may install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County system or network, without express written permission. All such connections must be approved in writing by the County Chief Information Officer (CIO) or designee. If authorized to install, configure or use such a device, the User must comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County systems.

Don't install or activate communication devices, such as modems, on County computers or networks.

1.7 The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.

Don't use encryption except when directed to do so.

1.8 Users must not attempt to elevate or enhance their assigned level of User privileges unless express written permission to do so has been granted by Department management. Users who have been granted enhanced privileges due to their specific jobs, such as system or network administrators, must not abuse these privileges and must use such privileges only in the performance of appropriate, legitimate job functions.

Don't attempt to enhance your assigned user privileges.

1.9 Users must use County-approved authentication mechanisms when accessing County networks and systems, and must not deactivate, disable, disrupt, or bypass (or *attempt* to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by the County.

Don't attempt to disable or bypass County login procedures.

1.10 Users must not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or

Follow the terms of all software licensing agreements.

Key Points

Installed, it is the responsibility of the User to check With Department management or information systems support staff.

1.11 All software on County systems must be installed by authorized systems support staff. Users may not download or install software on any County system unless express written permission has been obtained from Department management or authorized system support staff.

1.12 Loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business, is to be reported immediately to designate Department management, administrative, or systems support staff. Users are also expected to be aware of security issues, and are encouraged to report incidents involving breaches of security, such as the installation of an unauthorized device, or a suspected software virus.

1.13 Users must respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:

- Users must not access, or attempt to access, County systems or information unless specifically authorized to do so, *and* there is a legitimate business need for such access.
- Users must not allow unauthorized individuals to use their assigned computer accounts; this includes the sharing of account passwords.
- Users must not knowingly disclose County information to anyone who does not have a legitimate need for that information.
- Users must take every precaution to ensure that all information classified as either Confidential or Restricted (or an equivalent classification) is protected from disclosure to unauthorized individuals.

Don't download or install software without permission.

Immediately report the loss or theft of computer equipment, and also report any suspected security incidents.

Don't access computers or data unless such access is related to your job.

Don't share your user accounts or passwords with anyone.

Don't share information with someone not entitled to have it.

Protect sensitive data from those not authorized to see it.

Key Points

- Users must not make or store paper or electronic copies of information unless it is a necessary part of that User's job.

Don't make copies of information unless this is required by your job.

1.14 Users must respect the importance of County-owned systems and data as a valuable asset, and should understand that any data stored or processed on any County computer, or transmitted over any County network, is County property. In particular:

- Users must not change or delete data or information unless performing such changes or deletions is a legitimate part of the User's job function.

Don't change or delete data unless doing so is part of your job.

- Users must avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.

Don't introduce computer viruses onto County computers.

- A User who leaves employment with the County must not retain, give away, or remove any County data or document from County premises, other than information provided to the public or copies of correspondence directly related to the terms and conditions of employment. All other County information in the possession of the departing User must be returned to the User's immediate supervisor at the time of departure.

When leaving County employment, don't take County data with you.

1.15 Users should be aware that electronic information transported across any County network, or residing in any County information system, is potentially subject to access by County technical support staff, other County Users, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County information system.

You should have no expectation of privacy for electronic data stored on County computers.

1.16 Users must respect all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, and confidential

Respect all intellectual property rights associated with data that you deal with while doing your job.

Key Points

Information belonging to the County or any other Third party.

1.17 All information resources on any County information system or network are the property of the County and are therefore subject to County policies regarding acceptable use. No User may use any County-owned network, computer system, or any other County-owned device or data for the following purposes:

- Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization
- Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher's permission
- To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business
- To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business
- Knowingly propagating or downloading viruses or other malicious software
- Disseminating hoaxes, chain letters, or advertisements

Don't use County computers to conduct your personal business.

Don't use County computers for illegal activities.

Don't create or send demeaning or harassing material.

Don't view, download, or send pornography or other potentially offensive materials.

Don't download or transmit malicious software.

Don't send chain letters.

Key Points

1.18 Users that are employed by, or are otherwise associated with, a HIPAA impacted Department, are responsible for understanding and carrying out their responsibilities and duties as identified in the County HIPAA policies and procedures training, and other HIPAA-related materials that may be distributed from time to time.

Handle all protected health information according to HIPAA regulations.

2. Internet and Email

The following items define the basic standards for use of County Internet and email resources. All Users of County information systems and networks are required to comply with these minimum standards.

2.1 In general, Users must not use County systems or networks for personal activities. However, reasonable incidental (*de minimus*) personal use of County resources, such as Internet access and email, is allowed as long as such use does not violate the County's acceptable use policies, and does not interfere with the performance of work duties or the operation of the County's information systems. If a User is unclear as to what is considered appropriate incidental personal use, it is the responsibility of the User to ask for guidance from Department management.

Limit personal use of County computers.

2.2 When conducting County business, Users may not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written permission has been given by Department management. Such services include, but are not limited to, Internet Instant Messaging (such as AOL Instant Messaging), Internet email services (such as hotmail and gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, MySpace, Facebook and Twitter).

Don't use Internet email or data exchange services (such as FaceBook, MySpace, or other social networking sites) to conduct County business.

Key Points

2.3 It is the User's responsibility to become familiar with the specific County policies, procedures, and guidelines associated with the use of Internet-based communication and data exchange services. Users who have been granted permission to use an Internet-based communication or data exchange service for conducting County business are expected to adhere to all relevant County policies, procedures, and guidelines associated with the use of these services.

You are responsible for understanding County guidelines for using Internet data exchange services, such as social networking sites.

2.4 Users are responsible for understanding and following the County's policy with respect to the retention of email messages, including immediately deleting non-business related email messages once these messages have been read.

Follow County standards for retaining and deleting email messages.

2.5 Users may not use an internal County email account assigned to another individual to either send or receive email messages.

Don't use anyone else's email account.

2.6 Users may not configure their County email account so that it automatically forwards messages to an external Internet email system unless express written permission has been given by the Department Head. When automated forwarding is used, it must be for legitimate business purposes only, and is to be implemented with the User's full understanding of, and willingness to accept responsibility for, the associated risks for disclosure of sensitive information.

Don't automatically forward County email to an Internet email system.

3. Remote Access

The following items define the basic standards for remote access to County information systems and networks. All Users of County information systems and networks are required to comply with these minimum standards. Users actually granted remote access privileges must sign the statement provided as Attachment A.

Key Points

3.1 All remote access to County resources must be via the secure, centralized, County-controlled mechanisms and technologies approved by the County CIO or designee, and installed by authorized County systems support staff. Users are not permitted to implement, configure, or use any remote access mechanism other than the County-owned and managed remote access systems that have been formally approved and implemented by authorized system support staff.

Use only existing, approved County remote access systems.

3.2 Written approval for use of County remote access mechanisms is to be granted to a specific User by the appropriate Department Head or designee. Remote access to County resources will be implemented on a case-by-case basis based on job-related necessity, and only for those Users that have read and signed both the County's general User Responsibility Statement and the Remote Access agreement (Attachment A).

Get approval for all remote access to County systems.

3.3 Remote access sessions may be monitored and/or recorded, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when remotely accessing County networks, systems, or data. Audit tools may be used to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.

Remember that remote access sessions may be monitored and/or recorded.

3.4 All computer devices used to access County resources from a remote location must be configured according to County-approved security standards. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by the County.

Computers used for remote access must be configured according to County standards.

3.5 Users that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, will

Key Points

Take all reasonable measures to ensure that the device is protected from damage, access by third parties, loss, or theft. Loss or theft of such devices must be reported immediately to designated Department management or support staff.

3.6 Users will practice due diligence in protecting the integrity of County networks, systems, and data while remotely accessing County resources, and will immediately report any suspected security incident or concern to their Department management and IT support staff.

3.7 Remote access sessions are subject to all other relevant County IT security policies and standards, including Local User Authentication (passwords), Data Classification, Internet Use, and Email.

Take measures to prevent the loss or theft of County-owned Mobile Devices used for remote access, and report loss or theft of such devices immediately.

Take appropriate measures to protect County computers and data when using remote access.

When using remote access, continue to follow all County security policies.

4. Personally-Owned Devices

The following items define the basic standards for the use of personally-owned devices to conduct County business. All Users of County information systems and networks are required to comply with these minimum standards. Users actually granted the privilege of using a personally-owned device to conduct County business must also sign the statement provided as Attachment B.

Note that in the case of Mobile Devices, the following provisions apply only to those devices that include email and/or data storage capability (such as BlackBerry devices and other "smart" phones), and do not apply to devices that are used strictly for the purpose of making telephone calls.

4.1 Use of personally-owned devices to conduct County business is prohibited unless express written permission is obtained from both the Department Head and IT Manager. If the User in question is a Department or Agency Head, express written permission must also be

Use of a personally-owned device to conduct County business requires approval.

Key Points

obtained from the County Chief Information Officer or designee. The use of personally- owned devices to conduct County business is a privilege, not a right, and employment at the County does not automatically guarantee the granting of this privilege.

4.2 The personally-owned device in question must use existing, County-approved and County- owned access/authentication systems when accessing County resources. Installation by Users of any hardware, software, or network interface components that provide unauthorized network connectivity, either wired or wireless, is prohibited.

4.3 The User shall allow the County to configure personally-owned devices as appropriate to meet security requirements, including the installation of specific security software that is mandated by County policy. When reasonably possible and practical, the County shall strive to provide a minimum of 24-hours notice to the User before configuring the personally-owned device. While the device is in the County's possession, the County shall not access, alter, retrieve or delete the User's personal information, communications, data, software or files stored on the device unless (a) it is reasonably necessary to do so to configure the device to meet security requirements, or (b) the User agrees to the specific access, alteration, retrieval or deletion.

4.4 Users authorized to use a personally-owned device must follow designated Department procedures for ensuring that software updates and patches are applied to the device according to a regular, periodic schedule. All software installations and updates are subject to verification by management-designated Department staff.

If you are allowed to use your own computer or mobile device for County business, you must still use County-approved user login procedures.

You must allow authorized IT staff to configure, and periodically update, security software on any personally- owned device used to conduct County business.

Follow Department procedures for updating and patching software on personally-owned devices.

Key Points

4.5 Users have no expectation of privacy with respect to any County-owned communications, information, or files on any personally-owned device. Users agree that, upon request, the County may immediately access any and all work-related or County-owned communications, information or files stored on these devices, in order to ensure compliance with County policies. Except as otherwise provided in this policy or as required by law, the County shall not access any of the User's personal information, communications, data or files on the User's personally-owned devices.

The County has the right to access County data on any personally- owned device used to conduct County business.

4.6 Upon reasonable suspicion that a User has failed to comply with County policy, the County may search and access communications, information, data, or files on the personally-owned device that are reasonably related to the County's suspicion and interest in conducting the search. Any such search and access will take place with a goal of returning the device within 48 hours, if reasonably possible. The search and access shall be conducted in the presence of the User and/or the User's representative when requested by the User. At the request of the Department and with reasonable notice (not to exceed 48 hours), the User must provide a copy of all work- related or County-owned communications, information , or files stored on the personally- owned device. If the personally-owned device contains any information which is subject to lawful privilege (such as attorney-client or work product), that device shall be searched by Department representatives who are entitled to view the information, so that the privilege is not violated.

The County may search a personally-owned device if there is a suspicion that County policy has been violated.

4.7 If a user is contacted on a personally-owned device by someone from the County conducting County business, and the User has not obtained

Key Points

permission to conduct County business with that personally-owned device, then the County may not access that device regarding that User- received communication other than through legally permissible methods such as a subpoena, request for voluntary disclosure, etc. The preceding sentence shall not limit the County's right to direct a User to disclose the communication at issue upon reasonable notice.

4.8 The User shall adhere to all relevant County security policies and standards, just as if the personally-owned device were County property. This includes, but is not limited to, policies regarding password construction and management, physical security of the device, device configuration, and hard drive sanitization prior to disposal. This does not restrict the User's personal use of the device so long as that personal use does not include or result in (a) the User's failure to adhere to all relevant County security policies and standards, or (b) the breach of the County's security policies or standards.

4.9 The User will make no modifications of any kind to operating system configurations implemented by the County on the device for security purposes, or to any hardware or software installed on the device by the County, without the express written permission of the County CIO's Office.

4.10 The User must treat the device and the work-related or County-owned communications, information or files it contains as County property. The User must not allow access to or use of any work-related or County-owned communications, information, or files by individuals who have not been authorized by the County to access or use that data.

4.11 The User must immediately report to designated Department management or

The County will not require you to allow access to your personally-owned device for unsolicited, incoming County communications if that device has not been approved for use in conducting County business.

Even when using your own computer or other device for County business, you must still follow all County security policies.

Under most circumstances, you can continue to use an approved device for personal use as well as County business.

Don't modify any security configuration settings or security software on your computer.

Treat any personally-owned device used for County business as if it were County-owned.

Key Points

support staff any incident or suspected incident of unauthorized access and/or disclosure of County resources, data, or networks that involve the device, including loss or theft of the device.

Immediately report the loss or theft of a personally-owned device that has been used for County business.

Key Points

Acknowledgement of Receipt

This Acknowledgement hereby incorporates the main body of the User Responsibility Statement. Attachments A and B are additional signature pages that apply only to those individuals that have been granted either remote access privileges (Attachment A) or permission to use a personally- owned device (Attachment B). These Attachments should only be signed if either of these conditions apply.

The User should understand that the County's failure to enforce any provision of this Statement does not mean that the County will not enforce that or any other provision in the future. The User should also understand that if a clause, sentence or paragraph of this Statement is determined to be, invalid by a Court or County commission, this does not affect the validity of any other portion of the Statement.

By signing below, I acknowledge that I have read and understand all sections of the County of Santa Clara's User Responsibility Statement. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

If at any time, I have questions or doubts, or I feel ambivalent or unclear on any matter related to IT security and/or data confidentiality, I understand that it is my responsibility to request clarification from my supervisor or other appropriate manager before taking any action.

All Users must sign this Acknowledgement; Users with permission to use Remote Access should also sign Attachment A, and Users with permission to use personally- owned devices must complete and sign Attachment B.

Violation of any of the provisions in this User Responsibility Statement may result in disciplinary action.

It is your responsibility to ask for clarification if you don't understand any aspect of the County IT security policy.

Attachment A – Remote Access Signature Page

I have read and understand the contents of the User Responsibility Statement regarding Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

I received approval from the County to be granted Remote Access privileges for legitimate County business, as evidenced by the signatures below.

User Signature:
Printed User Name:

Date:

County
Agency/Department:

Agency/Department Manager Signature:
Printed Manager Name:
Manager Title:

Date:

Attachment B – Personally-Owned Device Signature Page

I have read and understand the contents of the User Responsibility Statement regarding the use of Personally-Owned Devices. I understand that violation of these provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

I own the following device(s), which I will use for legitimate business reasons in compliance with County policies:

Manufacturer	Model Number	Serial Number	Operating System

I received approval from the County to use the device(s) listed above for legitimate County business, as evidenced by the signatures below.

User Signature:
Printed User Name:

Date:

County IT Manager Signature:
Printed IT Manager Name:

Date:

Exhibit # H

**to Agreement Between [Kronos Inc.]
and Santa Clara County [Click here to enter Agency Name.]**

Dated [2/17/2016]

1. Scope of Access

a. "Remote Access" is the act of accessing County of Santa Clara ("County") systems from a non-County network infrastructure. "Systems" include but are not limited to personal computers, workstations, servers, mainframes, phone systems, and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices).

b. County hereby grants Remote Access privileges for Contractor to access the following County systems, at the locations listed, collectively referred to as "IS," in accordance with the terms of the Agreement:

County Systems:

Kronos Workforce Management System

c. All other forms of access to the named Systems, or to any County System that is not specifically named, is prohibited.

d. Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Contractor-installed programs. Any access to IS, County data or information, or any other County computer system, network or asset that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

e. County will review the scope of Contractor's Remote Access rights periodically. In no instance will Contractor's Remote Access rights be reduced, limited or modified in a way that prevents or delays Contractor from performing its obligations as set forth in the Agreement. Any modifications to Remote Access rights must be mutually agreed to in writing by County and Contractor.

2. Security Requirements

a. Contractor will not install any Remote Access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and Contractor's respective designees.

b. Contractor may only install and configure Remote Access capabilities on County systems or networks in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.

c. Contractor will only Remotely Access County systems, including access initiated from a County system, if the following conditions are met:

1. Upon request by an authorized County representative, Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County reserves the right to advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.

2. Contractor Remote Access must utilize one of the remote access methods listed below in Section 8 of this document or an alternative mutually agreed upon method, documented in writing, that includes the following minimum control mechanisms:

- a. Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to Contractor site Virtual Private Network (VPN) infrastructure.
- b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or networks).
- c. Audit tools that create detailed records/logs of access attempts.
- d. All Contractor systems used to Remotely Access County systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.
- e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Contractor's respective designees.

3. Monitoring/Audit

County will monitor access to, and activities on, County owned or managed systems and networks, including all Remote Access attempts. Data on all activities will be logged on a County managed system and will include the date, time, and user identification.

4. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County IS unless otherwise stated in the Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in the Agreement.

5. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect County's data contained on County owned and/or managed systems and networks within Contractor's control from unauthorized access. Prior written approval is required before Contractor may access County networks or systems from non-County owned and/or managed networks or systems. Such access will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be approved in writing by County in a timely manner. Remote Access must include the control mechanisms noted in Paragraph 2.c.2 above.

6. Person Authorized to Act on Behalf of Parties

The following persons are the designees for purposes of this Agreement:

Contractor: Title/ Designee

[Click here to enter Title.](#) / [Click here to enter Designee.](#)

County: Title/ Designee

[Click here to enter Title.](#) / [Click here to enter Designee.](#)

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.

7. Remote Access Provisions

Contractor agrees to the following:

- a. Only staff providing services or fulfilling Contractor obligations under the Agreement will be given Remote Access rights.
- b. Any access to IS and/or County information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- c. An encryption method reviewed and approved by the County will be used. County is solely responsible and liable for any delay or failure of County, as applicable, to approve the encryption method to be used by Contractor where such delay or failure causes Contractor to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under the Agreement.
- d. Contractor will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County no more frequently than once every 90 days.

8. Remote Access Methods

- a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.
- b. A Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.
- c. Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is not applicable, please check the box marked N/A).

1. VPN Site-to-Site Primary Backup N/A

The VPN Site-to-Site method involves a VPN concentrator at both the vendor site and at the County, with a secure "tunnel" opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the vendor site.

2. VPN Client Access Primary Backup N/A

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

An Authentication Token (a physical device or software token that an authorized remote access user is given for user authentication purposes, such as a CryptoCard, RSA token, SecureAuth IdP, Arcot software token, or other such County approved one-time-password mechanism) will be issued to the Contractor in order to authenticate Contractor staff when

accessing County IS via this method. The Contractor agrees to the following when issued an Authentication Token:

- a. Because the Authentication Token allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the Authentication Token as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. A hardware Authentication Token is a County-owned physical device, and will be labeled as such. The label must remain attached at all times.
- c. The Authentication Token is issued to an individual employee of the Contractor and may only be used by the designated individual.
- d. The Authentication Token must be kept in the possession of the individual Contractor employee it was issued to or in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- e. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the Authentication Token will be kept under Contractor control.
- f. If the Authentication Token is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day.
- g. Contractor agrees to use the Authentication Token as part of its normal business operations and for legitimate business purposes only.
- h. The Authentication Token will be issued to Contractor following execution of this Agreement. Hardware Authentication Tokens will be returned to the County's designee within five (5) business days following contract termination, or upon written request of the County for any reason.
- i. Contractor will notify County's designee within one working day of any change in personnel affecting use and possession of the Authentication Token. Contractor will obtain the Authentication Token from any employee who no longer has a legitimate need to possess the Authentication Token. Lost or non-returned hardware Authentication Tokens will be billed to the Contractor in the amount of \$300 per card.
- j. Contractor will not store account or password documentation or PINs with Authentication Tokens.
- k. Contractor agrees that all employees, agents, contractors, and subcontractors who are issued the Authentication Token will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a Authentication Token will execute this Agreement where indicated below certifying that they have read and understood the terms of this Agreement.

3. County-Controlled VPN Client Access Primary Backup N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the Authentication Token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County IS, the Contractor must first notify the County's designee.

The County's designee will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password

which will be used to authenticate Contractor when accessing the County's IS. Contractor agrees to the following:

- a. Because the PIN number allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The PIN number is confidential, County-owned, and will be identified as such.
- c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.
- e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
- f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.
- g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- h. The PIN number will be issued to Contractor following execution of this Agreement.
- i. The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

4. County-Controlled Enexity Access Primary Backup N/A

This access method is only available for Health and Hospital System vendors. The County-Controlled Enexity Access method involves using Securelink's Enexity tool installed in the County. County will establish a gateway where the vendor can access the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the County site. County will control the access list for Vendors with access through Enexity gateways.

Signatures of Contractor Employees receiving Authentication Tokens (Only for VPN Client Access and if tokens issued by County):

SIGNATURE: _____

[TYPE NAME AND TITLE HERE.]

Date: _____

SIGNATURE: _____

[TYPE NAME AND TITLE HERE.]

Date: _____

SIGNATURE: _____

[TYPE NAME AND TITLE HERE.]

Date: _____

SIGNATURE: _____

[TYPE NAME AND TITLE HERE.]

Date: _____

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