## EXHIBIT A

## **MASTER AGREEMENT**

(To Be Attached)

## EXHIBIT B

## SALES REPORT FORMAT

		a Format)											
				Sales	Report Template								
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State		Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2015	3	1	1525.5
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES		90071	30	2015	3	1	1603.6
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2015	3	1	1625.0
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2015	3	1	45090.7
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON		06340	20	2015	3	1	318.0
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2015	3	1	212.0
			SALES REPORT DATA F	ORMAT									
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zer	'n							
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below	·.							
Account No.	Yes	Text	25 max		upplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles C									
Dept Name	Optional	Text	255 max	Purchasing De									
Address	Yes	Text	255 max	r drondoing De	φ.								
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA	made be a raile only harro								
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zer	o Valid zin code							
Agency Type	Yes	Number	2	30	See Agency Type Table Below	o, vana zip oodo							
Year	Yes	Number	4	2010	Coo rigorioy Typo Table Delett								
Otr	Yes	Number	1 i	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign	or commas							
/ unounc	100	ranion	Turido lo	10000.70	The digit decimal point, no ways	or communici							
			Agency Type Table										
		Agency Type ID	Agency Type Description										
		10	K-12										
		11	Community College										
		12	College and University										
		20	City										
		21	City Special District										
		22	Consolidated City/County										
		30	County										
		31	County Special District										
		40	Federal										
		41	Crown Corporations										
		50	Housing Authority										
		80	State Agency										
		81	Independent Special District										
		82	Non-Profit										
		84	Other										

# 6. MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### **RECITALS**

- WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");
- WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;
- WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;
- WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;
- WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;
- NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:
- 1. That each party will facilitate the cooperative procurement of Products and Services.
- 2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
- 3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.
- 5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

- 6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
- 8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
- 9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
- 10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

#### 7. STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

#### Nationwide:

OF KUKUI PLAZA

Big Brothers Big Sisters

http://www.usa.gov/Agencies/Local\_Government/Cities.shtml

#### All 50 states in the United States of America:

Louisiana	Ohio
Maine	Oklahoma
Maryland	Oregon
Massachusetts	Pennsylvania
Michigan	Rhode Island
Minnesota	South Carolina
Mississippi	South Dakota
Missouri	Tennessee
Montana	Texas
Nebraska	Utah
Nevada	Vermont
New Hampshire	Virginia
New Jersey	Washington
New Mexico	West Virginia
New York	Wisconsin
North Carolina	Wyoming
North Dakota	
	Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri Montana Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina

НІ Public Agency Name **BISHOP MUSEUM** State BOARD OF WATER SUPPLY 84th Engineer Battalion HI HI **BRIGHAM YOUNG** ADMIN. SERVICES OFFICE HI **UNIVERSITY - HAWAII** HI ALOCHOLIC **BUILDING INDUSTRY** REHABILITATION SVS OF ASSOCIATION OF HAWAII HI HI INC DBA HINA MAUKA HI Chamber of Commerce Hawaii HI Aloha United Way HI CHAMINADE UNIVERSITY ALOHACARE HI OF HONOLULU HI AMERICAN LUNG Child and Family Service HI ASSOCIATION HI CITY AND COUNTY OF Angels at Play Preschool & HONOLULU HI HI Kindergarten COLLEGE OF THE AOAO Royal Capitol Plaza НІ MARSHALL ISLANDS HI Commander, Navy Region ARGOSY UNIVERSITY HI Hawaii HI ASSOSIATION OF OWNERS

HI

НІ

Community Empowerment

Resources

HI

CONGREGATION OF CHRISTIAN BROTHERS OF		HAWAII PACIFIC UNIVERSITY	HI
HAWAII, INC.	HI	Hawaii Peace and Justice	HI
COUNTY OF HAWAII	HI	Hawaii Psychological Association	HI
COUNTY OF MAUI CTR FOR CULTURAL AND	HI	HAWAII STATE FCU	HI
TECH INTERCHNG BETW		HAWAII TECHNOLOGY	111
EAST AND WEST	HI	ACADEMY	HI
DCCA	HI	Holy Nativity School	HI
Defense Information System Agency	HI	Homewise Inc.	HI
DEPARTMENT OF	111	Honolulu Community College	HI
EDUCATION	HI	Honolulu Fire Department	HI
Department of Veterans Affairs	HI	HONOLULU HABITAT FOR	
DOT Airports Division Hilo International Airport	HI	HUMANITY International Archaeological	HI
E Malama In Keiki O Lanai	HI	Research Institute, Inc.	HI
		Iolani School	HI
EAH, INC.	HI	ISLAND SCHOOL	HI
EASTER SEALS HAWAII	HI	Islands Hospice Inc	HI
Ewa Makai Middle School FAMILY SUPPORT	HI	IUPAT, DISTRICT COUNCIL	
SERVICES OF WEST		50	HI
HAWAII	HI	Judiciary - State of Hawaii	HI
First United Methodist Church	HI	Kailua High School	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Kailua Racquet Club, Ltd.	HI
HABITAT FOR HUMANITY		Kama'aina Care Inc	HI
MAUI	HI	KAMEHAMEHA SCHOOLS	HI
Haggai Institue	HI	Kauai Community College	HI
HALE MAHAOLU	HI	Kauai County Council	HI
HANAHAU`OLI SCHOOL	HI	Kauai Youth Basketball Association	HI
HAROLD K.L. CASTLE FOUNDATION	HI	KE KULA O S. M.	111
HAWAII AGRICULTURE		KAMAKAU	HI
RESEARCH CENTER	HI	Keawala'i Congregational Church	HI
Hawaii Area Committee	HI	KIHEI CHARTER SCHOOL	HI
Hawaii Baptist Academy	HI	Kipuka o Ke Ola	HI
Hawaii Bicycling League	HI	KONA PACIFIC PUBLIC	111
Hawaii Carpenters Market Recovery Program Fund	HI	CHARTER SCHOOL	HI
HAWAII CHILD SUPPORT		Kroc Center Hawaii	HI
ENFORCEMENT AGENCY	HI	Kumpang Lanai	HI
hawaii commerce and consumer affairs	HI	Kumulani Chapel	HI
HAWAII EMPLOYERS		Kupu	HI
COUNCIL HAWAII FAMILY LAW	HI	Lanai Community Health	
CLINIC DBA ALA KUOLA	HI	Center	HI
Hawaii Health Connector	HI	Lanai Community Hospital	HI
HAWAII HEALTH SYSTEMS	***	Lanai Federal Credit Union	HI
CORPORATION	HI	Lanai Youth Center LANAKILA	HI
Hawaii Information Consortium	HI	REHABILITATION CENTER	
Hawaii Island Humane Society	HI	INC.	HI
Hawaii Medical College	HI		

		DE 1 DE 10 1 DE	
LearningRx Honolulu West	HI	READ TO ME INTERNATIONAL	
Leeward Community Church	HI	FOUNDATION	HI
LEEWARD HABITAT FOR HUMANITY	ні	RESEARCH CORPORATION OF THE UNIVERSITY OF	
Malama Honua Public Charter	111	HAWAII	НІ
School	HI	Ricoh	НІ
Manoa Heritage Center	HI	ROMAN CATHOLIC	
Marine Corps Community Service	НІ	CHURCH IN THE STATE OF HAWAII	ні
MARINE SURF WAIKIKI,	111	Saint Louis School	HI
INC.	HI		HI
MARYKNOLL SCHOOL	HI	School Lunch Program	
Maui Aids Foundation Inc	HI	Silver Dolphin Bistro SOH- JUDICIARY	HI
MAUI COUNTY COUNCIL	HI	CONTRACTS AND PURCH	HI
MAUI COUNTY FCU	HI	ST JOHN THE BAPTIST	HI
MAUI ECONOMIC DEVELOPMENT BOARD	НІ	St. Francis Healthcare System	HI
MAUI ECONOMIC	111	St. Theresa School	HI
OPPORTUNITY, INC.	HI	STATE DEPARTMENT OF	
MAUI FAMILY YMCA	HI	DEFENSE	HI
Maui High Band Booster Club	HI	STATE OF HAWAII State of Hawaii - Office of	HI
Maui Police Department	HI	Enterprise Technology Services	HI
Montessori Community School	HI	State of Hawaii Department of Human Services	ні
Mutual Housing Association of Hawaii	ні	State of Hawaii Department of	пі
NA HALE O MAUI	HI	Transportation	HI
NA LEI ALOHA	п	State of Hawaii-Department of Health-Disability &	
FOUNDATION	HI	Communication Access	HI
Naalehu Assembly of God	HI	STATE OF HAWAII, DEPT.	
Native Hawaiian Hospitality Association	ні	OF EDUCATION	HI
NETWORK ENTERPRISES,	111	Tetrahedron Sourcing Third Judicial Circuit - State of	HI
INC.	HI	Hawaii	HI
Office of the Governor	HI	Tri-Isle RC&D	HI
Olanur	HI	Tri-Isle Resource Conservation and Development District	ні
One Kalakaua	HI	Tutu and Me Traveling	п
ORI ANUENUE HALE, INC.	HI	Preschool	HI
Our Savior Lutheran School	HI	United Chinese Society	HI
outrigger canoe club	HI	UNIVERSITY OF HAWAII AT MANOA	НІ
PACIFIC BUDDHIST	111	UNIVERSITY OF HAWAII	111
ACADEMY PARTNERS IN	HI	FEDERAL CREDIT UNION	HI
DEVELOPMENT		University of the Nations	HI
FOUNDATION	HI	US Navy	HI
Pohaha I Ka Lani POLYNESIAN CULTURAL	HI	Variety School of Hawaii	HI
CENTER	HI	W. M. KECK OBSERVATORY	НІ
Pukalani Baptist Church	HI	WAIANAE COMMUNITY	111
PUNAHOU SCHOOL	НІ	OUTREACH Weimensle Flomentery and	HI
Puu Heleakala Community		Waimanalo Elementary and Intermediate School	НІ
Association	HI	West Maui Community Federal	
Queen Emma Gardens AOAO	HI	Credit Union	HI

Western Pacific Fisheries Council	НІ	Kaneohe	НІ
YMCA OF HONOLULU	HI	Kapaa	HI
Hawaii County	HI	Kapaau	HI
Honolulu County	HI	Kapolei	HI
Kauai County	HI	Kaumakani	HI
Maui County	HI	Kaunakakai	HI
Kalawao County	HI	Kawela Bay	HI
Aiea	HI	Keaau	HI
Anahola	HI	Kealakekua	HI
Barbers Point N A S	HI	Kealia	HI
Camp H M Smith	HI	Keauhou	HI
Captain Cook	HI	Kekaha	HI
Eleele	HI	Kihei	HI
Ewa Beach	HI	Kilauea	HI
Fort Shafter	HI	Koloa	HI
Haiku	HI	Kualapuu	HI
Hakalau	HI	Kula	HI
Haleiwa	HI	Kunia	HI
Hana	HI	Kurtistown	HI
Hanalei	HI	Lahaina	HI
Hanamaulu	HI	Laie	HI
Hanapepe	HI	Lanai City	HI
Hauula	HI	Laupahoehoe	HI
Hawaii National Park	HI	Lawai	HI
Hawaiian Ocean View	HI	Lihue	HI
Hawi	HI	M C B H Kaneohe Bay	HI
Hickam AFB	HI	Makawao	HI
Hilo	HI	Makaweli	HI
Holualoa	HI	Maunaloa	HI
Honaunau	HI	Mililani	HI
Honokaa	HI	Mountain View	HI
Honolulu	HI	Naalehu	HI
Honomu	HI	Ninole	HI
Hoolehua	HI	Ocean View	HI
Kaaawa	HI	Ookala	HI
Kahuku	HI	Paauhau	HI
Kahului	HI	Paauilo	HI
Kailua	HI	Pahala	HI
Kailua Kona	HI	Pahoa	HI
Kalaheo	HI	Paia	HI
Kalaupapa	HI	Papaaloa	HI
Kamuela	HI	Papaikou	HI
		Pearl City	HI

Pearl Harbor	HI	A Jesus Church Family	OR
Pepeekeo	HI	A. C. Gilbert'''s Discovery	OR
Princeville	HI	Village A&I Benefit Plan	OK
Pukalani	HI	Administrators, Inc.	OR
Puunene	HI	ABIQUA SCHL	OR
Schofield Barracks	НІ	Abuse Recovery Ministry & Services	OR
Tripler Army Medical Center	НІ	Access Inc	OR
Volvano	НІ	ACUMENTRA HEALTH	OR
Wahiawa	НІ	Adapt	OR
Waialua	НІ	ADDICTIONS RECOVERY	
Waianae	НІ	CENTER, INC	OR
Waikoloa	НІ	Adelante Mujeres	OR
Wailuku	HI	advocate care African American Health	OR
Waimanalo	HI	Coaliton, Inc.	OR
Waimea	HI	Agia Sophia Academy	OR
Waipahu	НІ	Aging and People with	OD
Wake Island	HI	Disabilities	OR
Wheeler Army Airfield	НІ	Albany Partnership for Housing	0.70
Brigham Young University -		and Community Development	OR
Hawaii Chaminade University of	HI	Albany Police Department	OR
Honolulu	HI	Albertina Kerr Centers	OR
Hawaii Business College	HI	Aldersgate Camps and Retreats All God"'s Children	OR
Hawaii Pacific University	HI	International	OR
Hawaii Technology Institute	HI	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
Heald College - Honolulu	НІ	ALLIANCE CHARTER	OK
Remington College - Honolulu	111	ACADEMY	OR
Campus University of Phoenix - Hawaii	HI	Alpha Lambda House Corporation	OR
Campus	HI	Alvord Taylor	OR
Hawaii Community College	HI	ALVORD-TAYLOR	
Honolulu Community College	HI	INDEPENDENT LIVING SERVICES	OR
Kapiolani Community College	HI	ALZHEIMERS NETWORK	
Kauai Community College	HI	OF OREGON	OR
Leeward Community College	HI	Amani Center American Legion Aloha Post	OR
Maui Community College	HI	104	OR
University of Hawaii at Hilo	HI	American Tinnitus Association	OR
University of Hawaii at Manoa	HI	Amity Fire District	OR
Windward Community College	HI	Amity School District 4-J	OR
123d Fighter Squadron	OR	Ananda Center at Laurelwood	OR
211INFO	OR	ANGELL JOB CORPS	OR
300 Main Inc	OR	Apostolic Church of Jesus	OB
1000 FRIENDS OF OREGON	OR	Christ ARCHBISHOP FRANCIS	OR
A FAMILY FOR EVERY CHILD	OR	NORBERT BLANCHET	
		SCHOOL	OR
A Hope For Autism Foundation	OR	ARLINGTON SCHOOL	OR

# DISTRICT NO. 3 DISTRICT

Ascension Episcopal Parish	OR	Bend-La Pine Schools	OR
Ashbrook Independent School	OR	BENTON COUNTY	OR
Ashland Art Center	OR	BENTON HOSPICE SERVICE	OR
ASHLAND COMMUNITY HOSPITAL	OR	Benton Soil & Water Conservation District	OR
ASHLAND PUBLIC SCHLS	OR OR	Best Care Treatment Center	OR OR
Association of Oregon	OK	Beta Omega Alumnae	OR OR
Community Mental Health	OD	BETHEL CHURCH OF GOD	OR OR
Programs Association of Oregon	OR	Bethel School District #52	OR OR
Corrections EMployees, Inc.	OR		OR OR
ASSOCIATION OF OREGON COUNTIES	OR	Bethesda Lutheran Church Bethlehem Christian Pre-	OK
ASTORIA SCHOOL	OK	School	OR
DISTRICT 1C ATHENA LIBRARY	OR	BIENESTAR, INC.	OR
FRIENDS ASSOCIATION	OR	BILL HUNT	OR
Athena Weston School District	OD	Billy Webb Elks lodge #1050	OR
29RJ	OR	BioGift Anatomical	OR
Aurora Rural FIre District	OR	BIRCH COMMUNITY SERVICES, INC.	OR
Auxiliary services	OR	BIRTHINGWAY COLLEGE	OK
AVON	OR	OF MIDWIFERY	OR
Bags of Love	OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
Baker County BAKER COUNTY SCHOOL	OR	Blachly-Lane Electric Co-op	OR
DIST. 16J - MALHEUR ESD	OR	Blanchet House of Hospitality	OR
Baker Elks	OR	BLIND ENTERPRISES OF	
BAKER SCHOOL DISTRICT	OD	OREGON BLUE MOUNTAIN	OR
5-J BANDON SCHOOL	OR	COMMUNITY COLLEGE	OR
DISTRICT	OR	BNAI BRITH CAMP	OR
Banks Fire District #13	OR	BOARD OF MEDICAL EXAMINERS	OR
BANKS SCHOOL DISTRICT	OR	Boardman Rural Fire Protection	OR
BARLOW YOUTH FOOTBALL	OR	District	OR
Barter Union International	OR	Bob Belloni Ranch, Inc.	OR
BAY AREA FIRST STEP,		BONNEVILLE ENVIRONMENTAL	
INC.	OR	FOUNDATION	OR
BAY AREA HOSPITAL DISTRICT	OR	Bonneville Power Administration	OR
Bay Area Labor Center	OR	Boys & Girls Club of Corvallis	OR
Beaverton Christians Church	OR	Boys & Girls Club of Salem,	OK
Beaverton Rock Creek		Marion & Polk Counties	OR
Foursquare Church BEAVERTON SCHOOL	OR	Boys & Girls Clubs of Emerald Valley	OR
DISTRICT	OR	Boys and Girls Club of the	
Bend Elks Lodge 1371	OR	rogue valley BOYS AND GIRLS CLUBS	OR
Bend International School	OR	OF PORTLAND	
Bend Metro Park & Recreation District	OR	METROPOLITAN AREA	OR
Bend Park and Recreation	OK	Breast Friends	OR
District	OR	Bridgeport Community Chapel	OR
BEND-LA PINE SCHOOL	OR	Bridges to Change	OR

BROAD BASE PROGRAMS INC.	OR	Cedar Hills Baptist Church CEDAR MILL COMMUNITY	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	LIBRARY Cedar Sinai Park-Robison	OR
Brookings Elks Lodge	OR	Jewish Healthcare	OR
Brookings Fire / Rescue Brookings Harbor Christian	OR	CENTENNIAL SCHOOL DISTRICT CENTER FOR COMMUNITY	OR
School Brookings- HArbor School	OR	CHANGE	OR
District 17c	OR	Center For Continuous Improvement	OR
Brooklyn Primary PTO	OR	Center for Family Development	OR
Building Healthy Family	OR	Center for Human	0.7
Bureau Of Land Management	OR	Development CENTER FOR RESEARCH	OR
Burns Paiute Tribe	OR	TO PRACTICE	OR
Butte Creek Scout Ranch	OR	CENTRAL BIBLE CHURCH	OR
Butte Falls School District	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
Calvary Assembly of God	OR		
Camelto Theatre Company	OR	CENTRAL CITY CONCERN CENTRAL CURRY SCHL	OR
Camp Fire Columbia	OR	DIST#1	OR
CANBY FOURSQUARE CHURCH	OR	CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
CANBY SCHOOL DISTRICT	OR	Central Lincoln People""s	
	OR OR	Utility District CENTRAL OREGON	OR
Canby School District No 86		COMMUNITY COLLEGE	OR
Canby Utility CANCER CARE	OR	CENTRAL OREGON	
RESOURCES	OR	INTERGOVERNMENTAL COUNCIL	OR
Cannon Beach Fire	OR	CENTRAL OREGON	-
CANYONVILLE CHRISTIAN ACADEMY	OR	IRRIGATION DISTRICT	OR
	OR OR	Central Oregon Visitors Association	OR
Cappella Romana		CENTRAL POINT SCHOOL	0.7
CARE OREGON	OR	DISTRICT NO. 6	OR
CASA of Marion County	OR	Central Presbyterian Church CENTRAL SCHOOL	OR
cascade AIDS	OR	DISTRICT 13J	OR
Cascade Health Solutions Cascade Height Public Charter	OR	Central School District 13J	OD
School PTA	OR	(Polk County, Oregon) CHEHALEM PARK AND	OR
Cascade Housing Association	OR	RECREATION DISTRICT	OR
CASCADE SCHOOL	O.D.	CHEMEKETA COMMUNITY COLLEGE	OR
DISTRICT CASCADES ACADEMY OF	OR		OR
CENTRAL OREGON	OR	Child Evangelism Fellowship CHILDPEACE MONTESSORI	
CASCADES WEST FINANCIAL SERVICES IN	OR		OR
CASCADIA BEHAVIORAL	OK	Children"'s Relief Nursery	OR
HEALTHCARE	OR	Childswork Learning Center	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	Christian Church of Woodburn	OR
CATHOLIC CHARITIES	OR	Christians As Family Adovates	OR
CATHOLIC COMMUNITY	OK .	Church of Christ	OR
SERVICES	OR	CITY BIBLE CHURCH CITY COUNTY INSURANCE	OR
CCI Enterprises Inc	OR	SERVICES	OR

City Govrnment	OR	City of Eugene	OR
CITY OF ADAIR VILLAGE	OR	CITY OF EUGENE	OR
CITY OF ALBANY	OR	CITY OF FAIRVIEW	OR
CITY OF ASHLAND	OR	CITY OF FALLS CITY	OR
City of Astoria Fire Department	OR	City of Florence	OR
CITY OF ASTORIA OREGON	OR	City of Forest Grove	OR
City of Astoria Parks Dept.	OR	CITY OF GATES	OR
CITY OF AUMSVILLE	OR	CITY OF GEARHART	OR
CITY OF AURORA	OR	CITY OF GERVAIS	OR
City of Baker City	OR	CITY OF GOLD HILL	OR
City of Banks	OR	CITY OF GRANTS PASS	OR
CITY OF BEAVERTON	OR	CITY OF GRESHAM	OR
City Of Bend	OR	CITY OF HALSEY	OR
CITY OF BOARDMAN	OR	CITY OF HAPPY VALLEY	OR
CITY OF BURNS	OR	City of Harrisburg	OR
CITY OF CANBY	OR	CITY OF HEPPNER	OR
CITY OF CANNON BEACH OR	OR	CITY OF HERMISTON	OR
CITY OF CANYONVILLE	OR	CITY OF HILLSBORO	OR
City of Carlton	OR	CITY OF HOOD RIVER	OR
City of Cascade Locks	OR	City of Independence	OR
City of Central Point Parks and	on	CITY OF JOHN DAY	OR
Recreation CITY OF CENTRAL POINT	OR	City of Joseph	OR
POLICE DEPARTMENT	OR	City of junction city	OR
CITY OF CLATSKANIE	OR	CITY OF KLAMATH FALLS	OR
CITY OF COBURG	OR	CITY OF LA GRANDE	OR
City of Columbia City	OR	CITY OF LAKE OSWEGO	OR
CITY OF CONDON	OR	CITY OF LAKESIDE	OR
CITY OF COOS BAY	OR	CITY OF LEBANON	OR
City of Cornelius, OR	OR	CITY OF LINCOLN CITY	OR
CITY OF CORVALLIS	OR	CITY OF MADRAS	OR
City of Corvallis Parks and Recreation	OR	CITY OF MALIN	OR
CITY OF COTTAGE GROVE	OR	CITY OF MCMINNVILLE	OR
CITY OF CRESWELL	OR	CITY OF MEDFORD	OR
CITY OF DALLAS	OR	CITY OF MILL CITY	OR
CITY OF DAMASCUS	OR	CITY OF MILLERSBURG	OR
City of Dayton	OR	City of Milton-Freewater	OR
City of Donald	OR	CITY OF MILWAUKIE	OR
CITY OF DUNDEE	OR	City Of Molalla	OR
	OR	City of Monmouth	OR
City of Durham CITY OF EAGLE POINT	OR OR	City of Monmouth / Public Works	OR
CITY OF EAGLE POINT CITY OF ECHO	OR OR	CITY OF MORO	OR
		CITY OF MOSIER	OR
CITY OF ESTACADA	OR	of a model	510

City of Mt. Angel	OR	City of Troutdale	OR
City of Nehalem	OR	CITY OF TUALATIN, OREGON	OR
CITY OF NEWBERG	OR	City of Union	OR
CITY OF NORTH PLAINS	OR	City of Veneta	OR
City of North Powder	OR	CITY OF WARRENTON	OR
City of Ontario	OR	CITY OF WARRENTON	OK
CITY OF OREGON CITY	OR	LINN/PARKS	OR
City of Pendleton Convention Center	OR	City of Westfir	OR
City of Pendleton Parks &	OK	CITY OF WILSONVILLE	OR
Recreation	OR	CITY OF WINSTON	OR
City of Philomath	OR	CITY OF WOOD VILLAGE	OR
CITY OF PHOENIX	OR	CITY OF WOODBURN	OR
CITY OF PILOT ROCK	OR	CITY OF YACHATS	OR
CITY OF PORT ORFORD	OR	City of Yoncalla	OR
CITY OF PORTLAND	OR	CLACKAMAS COMMUNITY COLLEGE	OR
City of Portland Parks Bureau	OR	clackamas county	OR
CITY OF POWERS	OR	Clackamas County Disaster	OK
CITY OF PRAIRIE CITY	OR	Management Clackamas County Juvenile	OR
CITY OF REDMOND	OR	Dept Dept	OR
CITY OF REEDSPORT	OR	Clackamas County Service	
City of Richland	OR	District # 1/Tri-City Service District	OR
CITY OF RIDDLE	OR	Clackamas County Water	
CITY OF SALEM	OR	Environment Services CLACKAMAS EDUCATION	OR
City of Salem Fire Department	OR	SERVICE DISTRICT	OR
CITY OF SANDY	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF SCAPPOOSE	OR	Clackamas River Trout Unlimited	OR
CITY OF SCIO	OR	CLACKAMAS RIVER	OK
CITY OF SEASIDE	OR	WATER Clackamas River Water	OR
City of Seaside Police Department	OR	Providers	OR
CITY OF SHADY COVE	OR	CLACKAMS COUNTY	
	OR	COMMUNITY CORRECTIONS	OR
City of Sheridan CITY OF SHERWOOD	OR	CLASSROOM LAW	
CITY OF SILVERTON	OR OR	PROJECT Clatskanie People'''s Utility	OR
City of Sodaville	OR	District	OR
CITY OF SPRINGFIELD		Clatskanie RFPD	OR
	OR OR	CLATSKANIE SCHL DIST #6J	OR
City of St. Helens CITY OF ST. PAUL	OR OR	Clatsop Behavioral Healthcare	OR
CITY OF STAYTON	OR OR	Clatsop Care Health District-	OK
		Clatsop Retirement Village	OR
City of Sublimity	OR OR	Clatsop Community College	OR
CITY OF SWEETHOME	OR OR	CLATSOP COUNTY	OR
City of Talent	OR OR	Clatsop County Sheriff'''s Office	OR
CITY OF THE DALLES	OR	Clean Slate Canine Rescue &	OR
CITY OF TIGARD, OREGON	OR		520

Rehabilitation		Confederated Tribes of Warm	OD
CLEAN WATER SERVICES	OR	Springs Confederation of Oregon	OR
Clear Creek Middle School	OR	School Administrators	OR
Coalition for a Livable Future COAST REHABILITATION	OR	CONFLUENCE ENVIRONMENTAL CENTE CONSERVATION BIOLOGY	OR
SERVICES	OR	INSTITUTE	OR
Coastal Family Health Center COLLEGE HOUSING	OR	Constructing Hope Pre- Apprenticeship Program	OR
NORTHWEST	OR	Consumers Power Inc.	OR
College Possible College United Methodist	OR	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
Church	OR	COOS BAY SCHOOL	OR
COLTON SCHL DIST 53 COLUMBIA 911 COMMUNICATIONS	OR	COOS BAY SCHOOL DISTRICT COOS BAY SCHOOL	OR
DISTRICT	OR	DISTRICT NO.9	OR
Columbia Academy COLUMBIA CHRISTIAN	OR	coos county Coquille Economic	OR
SCHOOL COLUMBIA COMMUNITY	OR	Development Corporation Coquille Indian Housing	OR
MENTAL HEALTH COLUMBIA COUNTY,	OR	Authority COQUILLE SCHOOL	OR
OREGON COLUMBIA GORGE	OR	DISTRICT 8	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR	Corban College	OR
columbia gorge discovery	0.7	CORBETT SCHL DIST #39	OR
center and museum	OR	Corvallis Caring Place CORVALLIS MOUNTAIN	OR
Columbia Gorge ESD COLUMBIA PACIFIC	OR	RESCUE UNIT	OR
ECONOMIC		Corvallis School District 509J	OR
DEVELOPMENT DISTRICT OF OREGON	OR	Corvallis Waldorf School COUNTY OF YAMHILL	OR
Columbia River Fire & Rescue	OR	SCHOOL DISTRICT 29	OR
Columbia River Inter-tribal Fish Commission	OR	Cove City Hall COVENANT CHRISTIAN	OR
COLUMBIA RIVER PUD COMMUNITY ACTION	OR	HOOD RIVER	OR
ORGANIZATION COMMUNITY ACTION	OR	crescent grove cemetery CRESWELL SCHOOL	OR
TEAM, INC.	OR	DISTRICT CROOK COUNTY ROAD	OR
COMMUNITY CANCER CENTER	OR	DEPARTMENT	OR
Community Connection of		CROOK COUNTY SCHOOL DISTRICT	OR
Northeast Oregon, Inc.	OR	Crooked River Ranch Rural	OK
Community Energy Project COMMUNITY HEALTH	OR	Fire Protection District CROSSROADS CHRISTIAN	OR
CENTER, INC	OR	SCHOOL	OR
Community in Action Community Shelter and	OR	CS LEWIS ACADEMY CULVER SCHOOL	OR
Assistance Corporation COMMUNITY	OR	DISTRICT NO. Curry County Habitat for	OR
VETERINARY CENTER	OR	Humanity	OR
CONCORDIA UNIV	OR	CURRY COUNTY OREGON	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR	Curry Health Network	OR
		Curry Public Transit Inc	OR

Dallas Church	OR	Eagle Point School District #9	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Eagle point school district #9	OR
DAVID DOUGLAS SCHOOL	OK	EagleRidge High School	OR
DISTRICT	OR	Early College High School	OR
Dayspring Fellowship	OR	EAST HILL CHURCH	OR
Daystar Education, Inc.	OR	EAST MULTNOMAH SOIL AND WATER	
Dayton Christian Church DAYTON SCHOOL	OR	CONSERVANCY	OR
DISTRICT NO.8	OR	East River Fellowship	OR
DE LA SALLE N CATHOLIC	OB	EAST SIDE FOURSQUARE CHURCH	OR
HS DECISION SCIENCE	OR	EAST WEST MINISTRIES	OK
RESEARCH INSTITUTE,		INTERNATIONAL	OR
INC.	OR	Eastern Oregon Alcoholism Foundation	OR
Deer Creek Elementary School	OR	EAstern Oregon Trade and	
Deer Meadow Assisted Living DELIGHT VALLEY	OR	Event Center EASTERN OREGON	OR
CHURCH OF CHRIST	OR	UNIVERSITY	OR
Delphian School	OR	Echo School District	OR
Department of Administrative Services	OR	Echo Theater Company	OR
	OR OR	Ecola Bible School	OR
DePaul Treatment Centers, Inc.	OR OR	Ecotrust	OR
DESCHUTES COUNTY DESCHUTES COUNTY	OK	EDUCATION NORTHWEST	OR
RFPD NO.2	OR	Education Travel & Culture,	OD
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	Inc. EDUCATIONAL POLICY	OR
DESCHUTES PUBLIC		IMPROVEMENT CENTER	OR
LIBRARY DESCHUTES PUBLIC	OR	Edwards Center Inc	OR
LIBRARY SYSTEM	OR	eickhoff dev co inc	OR
DFHFJDG	OR	ELAW	OR
Dial-A-Bus	OR	Elderhealth and Living	OR
Direction Service, Inc.	OR	Elgin school dist.	OR
Disjecta Contemporary Art Center	OR	ELKTON SCHOOL DISTRICT NO.34	OR
DOGS FOR THE DEAF, INC.		ELMIRA CHURCH OF	
	OR	CHRIST	OR
DOUGLAS COUNTY DOUGLAS COUNTY	OR	Emerald Media Group	OR
SCHOOL DISTRICT 116	OR	EMERALD PUD	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	Emmanuel Bible Church EMMAUS CHRISTIAN	OR
DOUGLAS ELECTRIC		SCHOOL	OR
COOPERATIVE, INC. DOUGLAS FOREST	OR	EN AVANT, INC.	OR
PROTECTIVE	OR	Energy Trust of Oregon	OR
Dove Medical	OR	ENTERPRISE FOR	
Dress for Success Oregon	OR	EMPLOYMENT AND EDUCATION	OR
DrupalCon Inc., DBA Drupal	OB	environmental law alliance	
Association	OR	worldwide EPUD-Emerald People'''s	OR
Dufur Christian Church DUFUR SCHOOL DISTRICT	OR	Utility District	OR
NO.29	OR	Estacada Rural Fire District	OR

ESTACADA SCHOOL DISTRICT NO.108	OR	First United Methodist Church First United Presbyterian	OR
EUGENE BALLET COMPANY	OR	Church FLORENCE AREA	OR
Eugene Builders Exchange	OR	CHAMBER OF COMMERCE	OR
EUGENE CHRISTIAN FELLOWSHIP	OR	Florence Police Department Florence United Methodist	OR
Eugene Country Club	OR	Church	OR
Eugene Swim and Tennis Club EUGENE SYMPHONY	OR	Food for Lane County FORD FAMILY	OR
ASSOCIATION, INC. EUGENE WATER &	OR	FOUNDATION FOREST GROVE SCHOOL	OR
ELECTRIC BOARD	OR	DISTRICT	OR
EVERGREEN AVIATION		Forest Park Conservancy	OR
MUSEUM AND CAP. MICHAEL KING.	OR	FOSSIL SCHOOL DISTRICT	
Evergreen Wings and Waves	OR	21J FOUNDATIONS FOR A	OR
FACILITIES	OR	BETTER OREGON	OR
FAIRFIELD BAPTIST	OK	Fr. Bernard Youth Center	OR
CHURCH	OR	French American International	
FAITH CENTER	OR	School	OR
Faith Christian Fellowship	OR	French American School	OR
FAITHFUL SAVIOR	OD	Friendly House, Inc.	OR
MINISTRIES	OR	Friends for Animals	OR
Falls City School District #57 FAMILIES FIRST OF GRANT	OR	Friends of Driftwood Library	OR
COUNTY, INC.	OR	FRIENDS OF THE CHILDREN	OR
Family Building Blocks	OR	Friends of the Opera House	OR
FAMILY CARE INC	OR	Full Access	OR
FANCONI ANEMIA	0.5		
RESEARCH FUND INC. FARMWORKER HOUISNG	OR	fund for christain charity	OR
DEV CORP	OR	Fund For Christian Charity	OR
Farmworkers Housing	OR	Fur Footed Rescue, Inc.	OR
Development Corporation		G.O.B.H.I	OR
Feral Cat Awareness Team	OR	Garten Services Inc GASTON RURAL FIRE	OR
Fern Ridge Library District	OR	DEPARTMENT	OR
Fern Ridge School District 28J	OR	GASTON SCHOOL	
First Baptist Church	OR	DISTRICT 511J Gates Community Church of	OR
First Baptist Church of Enterprise	OR	Christ	OR
FIRST BAPTIST CHURCH		Gateway Prebyterian Church	OR
OF EUGENE	OR	GATEWAY TO COLLEGE	
FIRST CHAIRCH OF THE	OR	NATIONAL NETWORK	OR
FIRST CHURCH OF THE NAZARENE	OR	Gearhart Fire Department GeerCrest Farm & Historical	OR
First Congregational Chrch	OR	Society	OR
First Evangelical Presbyterian Church of Oregon City	OR	GEN CONF OF SDA CHURCH WESTERN OR	OR
First Lutheran Church of	OK	GEORGE FOX UNIVERSITY	OR
Astoria	OR		
First Presbyterian Church of La Grande	OR	GERVAIS SCHOOL DIST. #1	OR
FIRST UNITARIAN	OK	GILLIAM COUNTY GILLIAM COUNTY	OR
CHURCH	OR	OREGON	OR

Girl Scouts of Oregon and SW Washington, Inc. GLADSTONE POLICE	OR	Great Portland Bible GREATER ALBANY PUBLIC	OR OR
DEPARTMENT	OR	SCHOOL DISTRICT GREATER HILLSBORO	OK
Gladstone Public Library GLADSTONE SCHOOL	OR	AREA CHAMBER OF COMMERCE	OR
DISTRICT	OR	Greater Portland INC	OR
Gladstone Senior Center GLENDALE RURAL FIRE	OR	Green Electronics Council	OR
DISTRICT	OR	Greenleaf Industries	OR
GLENDALE SCHOOL DISTRICT GLIDE SCHOOL DISTRICT	OR	Gresham Police Department GRESHAM-BARLOW	OR
NO.12	OR	SCHOOL DISTRICT	OR
GOAL ONE COALITION	OR	GWPMS HALFWAY HOUSE	OR
God'''s Storehouse Pantry	OR	SERVICES, INC.	OR
GOLD BEACH POLICE DEPARTMENT	OR	Halsey-Shedd Fire District	OR
Golf Charities Foundation, Inc.	OR	Happy Canyon Company Harney County Community	OR
Gollux	OR	Corrections HARNEY COUNTY SCHOOL	OR
Good Samaritan Ministries	OR	DIST. NO.3	OR
Good Samaritan Ministry	OR	HARNEY COUNTY	
GOOD SHEPHERD COMMUNITIES	OR	SHERIFFS OFFICE HARNEY EDUCATION	OR
Good Shepherd Medical Center	OR	SERVICE DISTRICT	OR
Goodwill Industries of Lane	OK	HARRISBURG SCHL DIST	OR
and South Coast	OR	Harvest Church	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH		HEAD START OF LANE	OD
COAST COUNTIES	OR	COUNTY	OR
GRACE BAPTIST CHURCH	OR	Health Share of Oregon HEARING AND SPEECH	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR	INSTITUTE INC	OR
	OR OR	Heartfelt Obstetrics &	OR
Grace Christian Fellowship		Gynecology Helix School Dist #1 R	
Grace Community Church Grace Lutheran Church of	OR		OR
Molalla	OR	Helix School District HELP NOW! ADVOCACY	OR
Grace Lutheran School	OR	CENTER	OR
Grand View Baptist Church	OR	Hemp Shield	OR
Grande Ronde Model Watershed Foundation	OR	HERITAGE CHRISTIAN SCHOOL	OR
Grant Community School	OR	Hermiston Christian Center &	OK
Grant County Economic	OK	School	OR
Developement	OR	Hermiston Fire & Emergency Svcs	OR
GRANT COUNTY, OREGON	OR	hermiston school district	OR
GRANT PARK CHURCH	OR	HHoly Trinity Greek Orthodox	
Grantmakers for Education GRANTS PASS MANAGEMENT SERVICES	OR	Cathedral HIGH DESERT EDUCATION SERVICE DISTRICT	OR OR
MANAGEMENT SERVICES, DBA	OR	hillsboro school district	OR
GRANTS PASS SCHOOL	0.5	Hinson Baptist Church	OR
DISTRICT 7 Grants Pass Seventh-day	OR	Historical Outreach Foundation	OR
Adventist Church	OR	HIV ALLIANCE, INC	OR

		Tarita A T	
HOLT INTL CHILD	OR	Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
Holy Family Academy	OR	INTER MOUNTAIN ESD	OR
Home Builders	OR	INTERNATIONAL SOCIETY	
homeforward	OR	FOR TECHNOLOGY IN EDUCATION	OR
HOOD RIVER COUNTY	OR	INTERNATIONAL	
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	SUSTAINABLE DEVELOPMENT	
HOODLAND FIRE DISTRICT	0.5	FOUNDATION	OR
NO.74	OR	InventSuccess	OR
Hope chinese charter Hope Church of The	OR	IONE HIGH SCHOOL	OR
Assemblies of God Albany		IRCO	OR
Oregon	OR	JACKSON CO SCHOOL DIST	OR
HOPE LUTHERAN CHURCH	OR	NO.9	
HOPE POINT CHURCH	OR	jackson county Jackson County School District	OR
HOSANNA CHRISTIAN SCHL	OR	No. 5	OR
Hospice Center Bend La Pine	OR	Jackson-Josephine 4-C Council	OR
House of Prayer for All Nations	OR	Jason Lee Manor/UMRC	OR
HOUSING AUTHORITY		JASPER MOUNTAIN	OR
AND COMMUNITY SERVICES AGENCY	OR	JEFFERSON COUNTY	OR
HOUSING AUTHORITY OF		JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
CLACKAMAS COUNTY Housing Authority of Douglas	OR	Jefferson Park and Recreation	OR
County	OR	JEFFERSON SCHOOL	OK
HOUSING AUTHORITY OF	OR	DISTRICT	OR
LINCOLN COUNTY HOUSING AUTHORITY OF	OK	JENCO INTERNATIONAL, INC.	OR
PORTLAND	OR	JESUIT HIGH SCHL EXEC	0.5
HOUSING AUTHORITY OF THE CITY OF SALEM	OR	OFC	OR
Housing Authority of Yamhill		Jesus Pursuit Church	OR
County	OR	Joseph School District	OR
Housing Development Center	OR	josephine county	OR
HOUSING NORTHWEST	OR	Josephine County Public Works	OR
Human Solutions, Inc.	OR	Joy Church Eugene	OR
IBEW280	OR	Joyful Servant Lutheran Church	OR
Ike Box Cafe	OR	Junction City High School Junction	OR
Illinois Valley Fire District	OR	City/Harrisburg/Monroe	
Imbler School District #11	OR	Habitat for Humanity	OR
Immanuel Lutheran School	OR	JUNIOR ACHIEVEMENT	OR
Incite Incorporated	OR	Kairos	OR
Independent Development Enterprise Alliance	OR	Kartini Clinic	OR
Independent Environments Inc	OR	Kbps Public Radio	OR
INDEPENDENT		Keizer Fire District	OR
INSURANCE AGENTS AND BROKERS OF OREGON	OR	KEIZER POLICE DEPARTMENT	OR
Insight School of Oregon	OK	Kid Time	OR
Painted Hills	OR	KIDS INTERVENTION AND	
Institute of Technology	OR	DIAGNOSTIC CENTER	OR

Vida Unlimited Academy	OR	LANE COUNTY SCHOOL	
Kids Unllimited Academy		DISTRICT 69	OR
Kilchis House KLAMATH COMMUNITY	OR	Lane County Sheriff'"'s Office	OR
COLLEGE DISTRICT	OR	LANE EDUCATION	0.0
klamath county	OR	SERVICE DISTRICT LANE ELECTRIC	OR
KLAMATH COUNTY 9-1-1	OR	COOPERATIVE	OR
Klamath County Association of	OK	LANE MEMORIAL BLOOD	
Realtors	OR	BANK	OR
Klamath County Fire District	0.5	LANE TRANSIT DISTRICT	OR
No. 1 Klamath County School	OR	LANECO FEDERAL CREDIT UNION	OR
District	OR		
KLAMATH FALLS CITY		LAUREL HILL CENTER LEAGUE OF OREGON	OR
SCHOOLS VLAMATH HOUSING	OR	CITIES	OR
KLAMATH HOUSING AUTHORITY	OR	League of Women Voters	OR
Klamath Siskiyou Wildlands	OIL	LEBANON COMMUNITY	OIL
Center	OR	SCHOOLS NO.9	OR
Knova Learning	OR	Legacy Mt. Hood Medical Center	OR
Korean Central Covenant	0.70	Legal Aid Services of Oregon	OK
Church of Eugene L'''Etoiile French Immersion	OR	LITC	OR
School School	OR	LEWIS AND CLARK	0.0
LA CLINICA DEL CARINO		COLLEGE Lewis and Clark Rural Fire	OR
FAMILY HEALTH CARE	OD	Protection District	OR
CENTER La Grande Church of the	OR	Life Flight Network LLC	OR
Nazarene States of the	OR	LifeSource	OR
La Grande Family Practice	OR		
La Grande Foursquare Church	OR	LIFEWORKS NW Lincoln City Chamber of	OR
La Grande Police Department	OR	Commerce	OR
LA GRANDE SCHOOL	OK	LINCOLN COUNTY	OR
DISTRICT	OR	LINCOLN COUNTY	
LA GRANDE SCHOOL DISTRICT 001	OR	SCHOOL DISTRICT	OR
LA GRANDE UNITED	OK	LINFIELD COLLEGE	OR
METHODIST CHURCH	OR	Linn Benton Lincoln Educational Services District	OR
La Pine Chamber of Commerce	OR	LINN CO. SCHOOL DIST.	OK
La Pine Park & Recreation		95C - SCIO SD	OR
District	OR	LINN COUNTY	OR
Lake Chinook Fire & Rescue	OR	Linn County Sheriff Office	OR
LAKE COUNTY	OR	LINN-BENTON	
Lake County Chamber of	OD	COMMUNITY COLLEGE	OR
Commerce Inc Lake Grove Presbyterian	OR	LINN-BENTON-LINCOLN ESD	OR
Church	OR	Literary Expectations dba	OIL
Lake Oswego Montessori		Moore Academy	OR
School LAKE OSWEGO SCHOOL	OR	Little Promises Chlildren"'s	OR
DISTRICT 7J	OR	Program	
LANE COMMUNITY		Living Opportunities, Inc.	OR
COLLEGE	OR	LIVING WAY FELLOWSHIP	OR
Lane Council of Governments	OR	Living Word Christian Center	OR
LANE COUNTY	OR	LIVINGSTONE ADVENTIST ACADEMY	OR
LANE COUNTY SCHOOL	OP	Local 290	OR
DISTRICT 4J	OR	LUCAL 270	UK

LOCAL GOVERNMENT		McMinnville Police	
PERSONNEL INSTITUTE	OR	Department	OR
Long Creek School District	OR	MCMINNVILLE SCHOOL DISTRICT NO.40	OR
Long Tom Watershed Council	OR		OR OR
LOOKING GLASS YOUTH	O.D.	McMinnville Water & Light MEALS ON WHEELS	OK
AND FAMILY SERVICES	OR	PEOPLE, INC.	OR
Love Thy Neighbor services Lowell Rural Fire Protection	OR	MECOP Inc.	OR
District	OR	Mederi Foundation DBA	
LOWELL SCHOOL		Mederi Center for Natural Healing	OR
DISTRICT NO.71 Lower Columbia Estuary	OR	MEDFORD SCHOOL	011
Partnership	OR	DISTRICT 549C	OR
LUCKIAMUTE VALLEY	0.7	MEDFORD WATER COMMISSION	OR
CHARTER SCHOOLS	OR	MEDICAL TEAMS INTL	OR
Lucky Paws Rescue	OR	MENNONITE HOME OF	OR
LUKE DORF INC	OR	ALBANY INC	OR
MACDONALD CENTER	OR	Mental Health for Children, Inc.	OR
Mainstage Theatre Company	OR	Merchants Exchange of	011
MAKING MEMORIES BREAST CANCER		Portland, Oregon	OR
FOUNDATION, INC.	OR	Mercy Flights, Inc.	OR
MALIN COMMUNITY PARK		METRO	OR
AND RECREATION DISTRICT	OR	METRO HOME SAFETY REPAIR PROGRAM	OR
Maranatha Church	OR	METROEAST COMMUNITY	OK
		MEDIA	OR
MARCOLA SCHL DIST MARCOLA SCHOOL	OR	Metropolitan Contractor Improvement Partnership	OR
DISTRICT 079J	OR	METROPOLITAN	OK
MARION COUNTY , SALEM,	OB	EXPOSITION-RECREATION	
OREGON MARION COUNTY FIRE	OR	COMMISSION METROPOLITAN FAMILY	OR
DISTRCT #1	OR	SERVICE	OR
MARION COUNTY HEALTH	OB	Mid Columbia Childrens	
DEPT MARION COUNTY	OR	Council MID COLUMBIA COUNCIL	OR
HOUSING AUTHORITY	OR	OF GOVERNMENTS	OR
MARION COUNTY SCHOOL		MID COLUMBIA MEDICAL	0.7
DISTRICT 103 - WASHINGTON ES	OR	CENTER-GREAT ""N SMALL	OR
Marist Catholic High School	OR	Mid Rogue Imaging Center Mid Willamette Valley	OR
Marist High School	OR	Community Action	OR
MARYLHURST		MID-COLUMBIA CENTER	0.5
UNIVERSITY	OR	FOR LIVING MID-WILLAMETTE	OR
Mastery Learning Institute	OR	VALLEY COMMUNITY	
Math Learning Center, The	OR	ACTION AGENCY, INC	OR
McKay High School	OR	Mill City RFPD	OR
McKenzie Personnel Systems	OR	Milton-Freewater Unified School District No 7	OR
McKenzie River Trust	OR	Milwaukie-Portland Lodge	011
MCKENZIE SCHOOL	OD	No.142 Benevolent and	OD
DISTRICT 068 MCKENZIEWATERSHED	OR	Protective Order of Elk	OR
COUNCIL	OR	Mission Increase Foundation	OR
McMinnville Adventist Christian School	OR	MITCH CHARTER SCHOOL	OR
CHIISHAII SCHOOL	UK	MOLALLA RIVER	OR

ACADEMY		NAMI of Washington County	OR
Molalla River School District	OR	NAMI OREGON	OR
MOLALLA RIVER SCHOOL	011	National Christian Community	011
DISTRICT NO.35	OR	Foundation	OR
Molalla Rural Fire Protection	0.5	NATIONAL COLLEGE OF	0.70
District	OR	NATURAL MEDICINE NATIONAL PSORIASIS	OR
Monet""s Children""s Circle	OR	FOUNDATION	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	NATIONAL WILD TURKEY	
MONROE SCHOOL	OK	FEDERATION	OR
DISTRICT NO.1J	OR	Native American Youth and	
monument school	OR	Family Center Early College Academy	OR
MORNING STAR		NEAH KAH NIE WATER	
MISSIONARY BAPTIST		DISTRICT	OR
CHURCH MORRISON CHILD AND	OR	NEAH-KAH-NIE DISTRICT	OD
FAMILY SERVICES	OR	NO.56	OR
MORROW COUNTY	OR	NEDCO	OR
MORROW COUNTY	OK	Nehalem Bay House	OR
SCHOOL DISTRICT	OR	Nehalem Bay Wastewater	OR
MOSAIC CHURCH	OR	NEHALEM ELEMENTARY	
Mosier Community School	OR	SCHOOL	OR
•		NEIGHBORIMPACT	OR
Mount Angel Abbey	OR	Neskowin Valley School	OR
Mount Pisgah Arboretum	OR	NESTUCCA VALLEY	OD
Mountain Valley Therapy	OR	SCHOOL DISTRICT NO.101	OR
Mountain View Academy	OR	Netarts Water District	OR
MSB	OR	Netarts-Oceanside RFPD	OR
Mt Emily Safe Center	OR	Network Charter School	OR
Mt Hood Hospice	OR	New Artists Performing Arts Productions, Inc.	OR
MT. ANGEL SCHOOL		NEW AVENUES FOR	
DISTRICT NO.91	OR	YOUTH INC	OR
MT. HOOD COMMUNITY COLLEGE	OR	New Hope Christain College	OR
MT.SCOTT LEARNING	OK	NEW HOPE COMMUNITY	
CENTERS	OR	CHURCH	OR
Muddy Creek Charter School	OR	New Horizon Christian School	OR
MULTISENSORY		New Life Baptist Church	OR
LEARNING ACADEMY	OR	New Life Fellowship Church of	0.70
MULTNOMAH BIBLE COLLEGE	OR	God NEWBERG FRIENDS	OR
		CHURCH	OR
MULTNOMAH COUNTY Multnomah County Department	OR	Nez Perce Tribe	OR
of Community Justice	OR	NOBEL LEARNING	OK
Multnomah County Dept of		COMMUNITIES	OR
County Assets	OR	NONPROFIT ASSOCIATION	
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	OF OREGON	OR
MULTNOMAH LAW	OK	NORCOR Juvenile Detention	OR
LIBRARY	OR	Norkenzie Christian Church	OR
MULTONAH COUNTY	O.D.	NORTH BEND CITY-	
DRAINAGE DISTRICT #1 MYRTLE POINT SCHOOL	OR	COOS/URRY HOUSING AUTHORITY	OR
DISTRICT NO.41	OR	NORTH BEND SCHOOL	OK
NAMI LANE COUNTY	OR	DISTRICT 13	OR
	OIL		

NORTH CLACKAMAS SCHOOL DISTRICT	OR	Oak Heights PTC	OR
North Coast Christian Church	OR	Oak Hill School OAK LODGE WATER	OR
North Coast Family Fellowship North Douglas County Fire &	OR	DISTRICT OAKLAND SCHOOL	OR
EMS	OR	DISTRICT 001	OR
North Lake School District 14 North Lincoln Fire & Rescue	OR	Oasis Shelter Home	OR
#1	OR	Obsidian Urgent Care, P.C.	OR
NORTH MARION SCHL DIST	OR	Occu Afghanistan Relief Effort	OR
North Pacific District of		OCHIN	OR
Foursquare Churches	OR	OEA CHOICE TRUST OETC	OR OR
North Portland Bible College	OR	OFFICE OF MEDICAL	OK
North Powder Charter School NORTH SANTIAM SCHOOL	OR	ASSISTANCE PROGRAMS OFFICE OF PUBLIC	OR
DISTRICT 29J NORTH WASCO CTY	OR	DEFENSE SERVICES	OR
SCHOOL DISTRICT 21 -		Office of the Ong Term Care Ombudsman	OR
CHENOWITH NORTH WILLAMETTE	OR	OFFICE OF THE STATE TREASURER	OR
VALLEY HABITAT FOR HUMANITY	OR	Ohara Catholic School	OR
Northern Wasco County PUD	OR	OHSU FOUNDATION	OR
Northwest Academy Northwest Center for	OR	Old Mill Center for Children and Families	OR
Alternatives to Pesticides	OR	Olive Plaza	OR
NORTHWEST CHRISTIAN	ΩD	Oliver P Lent PTA	OR
COLLEGE NORTHWEST ENERGY	OR	OLIVET BAPTIST CHURCH	OR
EFFICIENCY ALLIANCE	OR	OMNIMEDIX INSTITUTE	OR
Northwest Family Services NORTHWEST FOOD	OR	ONTARIO MIDDLE SCHOOL	OR
PROCESSORS		Ontario School District	OR
ASSOCIATION	OR	Ontario School District 8C OPEN MEADOW	OR
Northwest Habitat Institute	OR	ALTERNATIVE SCHOOLS,	
Northwest Health Foundation NORTHWEST LINE JOINT	OR	INC.	OR
APPRENTICESHIP &		Operation Christmas	OR
TRAINING COMMITTEE	OR	Opportunity Connections Opportunity Foundation of	OR
Northwest Opening Northwest Power and	OR	central Oregon	OR
Conservation Council	OR	OR INT""L PORT OF COOS BAY	OR
NORTHWEST REGIONAL EDUCATION SERVICE		Oregoinans for Food & Shelter	OR
DISTRICT	OR	Oregon & Southern Idaho	OK
NORTHWEST YOUTH CORPS	OR	District Council of Laborers""	OR
Northwood Christian Church	OR	Oregon Air National Guard Oregon And Southern Idaho	OR
NW POWER POOL	OR	Laborers Employers Training	
NW REGIONAL ESD-		School	OR
HILLSBORO	OR	Oregon Army National Guard OREGON BALLET	OR
NW Sport Fishing NYSSA SCHOOL DISTRICT	OR	THEATRE	OR
NO. 26	OR	OREGON BOARD OF ARCHITECTS	OR
		AMCHILLED	OK

Oregon Board of Chiropractic Examiners	OR	Oregon Jewish Community Foundation	OR
Oregon Board of Massage Therapists Oregon Cascades West Council	OR	Oregon Jewish Museum and Center for Holoacust Education	OR
of Governments OREGON CHILD	OR	OREGON JUDICIAL DEPARTMENT	OR
DEVELOPMENT COALITION Oregon Child Development	OR	Oregon Laborers-Employer Administrative Fund, LLC OREGON LIONS SIGHT &	OR
Coalition (OCDC)	OR	HEARING FOUNDATION	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	OREGON LOTTERY	OR
OREGON CITY PUBLIC		Oregon Lyme Disease Network	OR
SCHL	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
Oregon Coast Aquarium, Inc. OREGON COAST	OR	Oregon Nikkei Endowment	OR
COMMUNITY ACTION OREGON CORRECTIONS	OR	OREGON OFFICE OF ENERGY	OR
ENTERPRISES	OR	OREGON PEDIATRIC SOCIETY	OR
OREGON DEATH WITH DIGNITY	OR	OREGON PROGRESS	OK
OREGON DEPARTMENT OF		FORUM	OR
EDUCATION OREGON DEPARTMENT OF	OR	Oregon Psychoanalytic Center	OR
FORESTRY	OR	Oregon Public Broadcasting	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Oregon Research Institute Oregon Rural Electric	OR
OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF	OR	Cooperative Association Oregon Satsang Society, Inc., A	OR
CORRECTIONS OREGON DEPT. OF	OR	chartered Affiliate of ECKANKAR , ECKA OREGON SCHL BRDS	OR
EDUCATION	OR	ASSOCIAT	OR
Oregon DEQ OREGON DONOR	OR	OREGON SCHOOL BOARDS ASSOCIATION	OR
PROGRAM OREGON EDUCATION	OR	Oregon Social Learning Center	OR
ASSOCIATION	OR	Oregon State Board of Architect Examiners	OR
Oregon Emergency	OD	OREGON STATE BOARD OF	
Management OREGON	OR	NURSING	OR
ENVIRONMENTAL		Oregon State Credit Union OREGON STATE DEPT OF	OR
COUNCIL	OR	CORRECTIONS	OR
Oregon Farm Bureau	OR	OREGON STATE FAIR	OR
OREGON FOOD BANK Oregon Forest Industries	OR	Oregon State Fair Council	OR
Council	OR	OREGON STATE HOSPITAL	OR
Oregon Forest Resources Institute	OR	Oregon State Lottery	OR
Oregon Funeral Directors	OK	OREGON STATE POLICE	OR
Association	OR	Oregon State Treasury	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR	Oregon State University	OR
Oregon Humanities	OR	OREGON STATE	
Oregon Independent	•	UNIVERSITY ALUMNI ASSOCIATION	OR
Automobile Dealers Association	OR	OREGON STATE	
Oregon Institute of Technology	OR	UNIVERSITY BOOKSTORE INC	OR
orogon institute of reclinology	OK	1.0	OIL

OREGON SUPPORTED LIVING PROGRAM Oregon Technical Assistance	OR	PHILOMATH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL	OR
Corporation	OR	DISTRICT NO.4	OR
OREGON TOURISM COMMISSION	OR	Phoenix-Talent Schools	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR	Pine Eagle Charter School PINE-EAGLE SCHOOL	OR
Oregon Translational Research		DISTRICT 061	OR
and Development Insitute OREGON TRAVEL	OR	PIONEER TELEPHONE COOPERATIVE	OR
INFORMATION COUNCIL	OR	PIP Corps LLC	OR
OREGON UNIVERSITY SYSTEM	OR	PLANNED PARENTHOOD	
OSLC COMMUNITY	-	OF SOUTHWESTERN OREGON	OR
PROGRAMS OSLC COMMUNITY	OR	PLEASANT HILL SCH DIST	OD
PROGRAMS OCP	OR	#1	OR
OSU Deschutes County Extension Service	OR	PNW. For Puerto Rico Relief	OR
		Point West Credit Union	OR
Oswego Lake Country Club OUR LADY OF PERPETUAL	OR	POLK COUNTY	OR
HELP CATHOLIC CHURCH		Polk County Fire District No.1	OR
ALBANY OREGON OUR LADY OF THE LAKE	OR	Polk Soil and Water Conservation District	OR
SCHOOL	OR	PORT CITY DEVELOPMENT	
OUR SAVIOR""S		CENTER	OR
LUTHERAN CHURCH	OR	PORT OF BANDON	OR
Our United Villages	OR	PORT OF CASCADE LOCKS	OR
OUTSIDE IN PACIFIC CASCADE	OR	Port of Garibaldi	OR
FEDERAL CREDIT UNION	OR	Port of Hood River	OR
PACIFIC FISHERY		PORT OF SIUSLAW	OR
MANAGEMENT COUNCIL PACIFIC INSTITUTES FOR	OR	PORT OF ST HELENS	OR
RESEARCH	OR	PORT OF TILLAMOOK BAY	OR
PACIFIC STATES MARINE	OR	Port of Toledo	OR
FISHERIES COMMISSION		PORT OF UMPQUA	OR
pacific u	OR	Portland Actors Conservatory	OR
PACIFIC UNIVERSITY	OR	PORTLAND ADVENTIST	OD
PacificSource Health	OR	ACADEMY	OR
Pain Society of Oregon	OR	PORTLAND ART MUSEUM PORTLAND BUSINESS	OR
Parenting Now! Parkinson"'s Resources of	OR	ALLIANCE	OR
Oregon	OR	Portland Christian Center	OR
Parkrose School District 3	OR	Portland Christian Schools	OR
PARTNERSHIPS IN	0.5	PORTLAND COMMUNITY	OD
COMMUNITY LIVING, INC.	OR	COLLEGE	OR
PDX Wildlife	OR	Portland Community Media Portland Community	OR
Peace Lutheran Church	OR	Reinvestment Initiatives, Inc.	OR
PENDLETON ACADEMIES	OR	PORTLAND DEVEL ORMENT	
Pendleton Police Department	OR	DEVELOPMENT COMMISSION	OR
PENDLETON SCHOOL DISTRICT #16R	OR	PORTLAND HABILITATION	
PENTAGON FEDERAL		CENTER, INC.	OR
CREDIT UNION	OR	Portland Japanese Garden	OR

PORTLAND JEWISH ACADEMY PORTLAND METRO	OR	REDMOND PROFICIENCY ACADEMY REDMOND SCHOOL	OR
RESIDENTIAL SERVICES	OR	DISTRICT	OR
PORTLAND OIC Portland Oregon Visitors	OR	REED COLLEGE REEDSPORT SCHOOL	OR
Association	OR	DISTRICT	OR
Portland Parks Foundation	OR	REGIONAL ARTS AND CULTURE COUNCIL	OR
Portland Police Sunshine Division	OR	REGIONAL AUTOMATED	OK
PORTLAND PUBLIC	OK	INFORMATION NETWORK	OR
SCHOOLS	OR	RELEVANT LIFE CHURCH	OR
PORTLAND SCHOOLS FOUNDATION	OR	Reliance eHealth Collaborative	OR
PORTLAND STATE UNIV.	OR	Relief Nursery RENEWABLE NORTHWEST	OR
PORTLAND WOMENS	OD	PROJECT	OR
CRISIS LINE	OR	Resource Connections of	0.5
Portland Yacht Club	OR	Oregon	OR
Portland YouthBuilders	OR	Reynolds High School REYNOLDS SCHOOL	OR
Prairie Baptist Church PREGNANCY RESOUCE	OR	DISTRICT	OR
CENTERS OF GRETER		Riddle School District	OR
PORTLAND Prince of Peace Lutheran	OR	Ride Connecton	OR
Church & School	OR	Risen Records	OR
PRINGLE CREEK SUSTAINABLE LIVING		River Network	OR
CENTER	OR	Riverdale School District 51J	OR
Procurement Services/DAS	OR	RIVERGROVE WATER DISTRICT	OR
PROFESSIONAL GLOBAL EXCHANGE INC.	OR	Rockwood Water P.U.D.	OR
Prospect School District	OR	ROCKWOOD WATER	011
PROVIDENCE HOOD RIVER	OK	PEOPLE""S UTILITY DISTRICT	OR
MEMORIAL HOSPITAL	OR	ROGUE COMMUNITY	OK
PUBLIC DEFENDER SERVICES OF LANE		COLLEGE ROGUE FEDERAL CREDIT	OR
COUNTY, INC.	OR	UNION	OR
QUADRIPLEGICS UNITED AGAINST DEPENDENCY,		Rogue River Fire District	OR
INC.	OR	ROGUE RIVER SCHOOL	ΩD
QUEEN OF PEACE SCHOOL	OR	DISTRICT NO.35 Rogue River Watershed	OR
Rainbow Water District	OR	Council	OR
Rainier Assembly of God	OR	Rogue Valley Humane Society	OR
RAINIER POLICE DEPARTMENT	OR	Rogue Valley Youth Football	OR
RAINIER SCHOOL		Rolling Hills Baptist Church	OR
DISTRICT	OR	Rolling Hills Community Church	OR
RB Pamplin Corportaion	OR	RON WILSON CENTER FOR	
Real Life Christian Church REALMS CHARTER	OR	EFFECTIVE LIVING INC Ronald McDonald House	OR
SCHOOL	OR	Charities of Oregon &	
REBUILDING TOGETHER - PORTLAND INC.	OR	Southwest Washington	OR
Redeemer Lutheran Church	OR	Rose Haven	OR
REDMOND FIRE & RESCUE	OR	ROSE VILLA, INC.	OR
REDWOND FIRE & RESCUE	OK	ROSEBURG PUBLIC	OR

SCHOOLS		SCIENCEWORKS	OR
Rural Development Initiatives	OR	ScienceWorks Museum	OR
Sabin-Schellenberg Technical	0.0	Scio High School	OR
Center	OR	Scottish Rite	OR
Sacred Heart Catholic Church SACRED HEART CATHOLIC	OR	SE WORKS	OR
DAUGHTERS	OR	Seal Rock Water District	OR
Sacred Heart-St Louis Parish	OR	Seaside Fire & Rescue	OR
Safe Harbors	OR	Seaside Public Library	OR
SafeHaven Humane Society	OR	SEASIDE SCHOOL	OR
SAIF CORPORATION	OR	DISTRICT 10 SECURITY FIRST CHILD	OR
SAINT ANDREW NATIVITY	OD	DEVELOPMENT CENTER	OR
SCHOOL SAINT CATHERINE OF	OR	SEED OF FAITH	0.7
SIENA CHURCH	OR	MINISTRIES	OR
SAINT JAMES CATHOLIC CHURCH	OR	SEIU Local 49	OR
		SEIU LOCAL 503, OPEU SELCO Community Credit	OR
Salem Academy	OR	Union	OR
Salem Alliance Church SALEM ALLIANCE	OR	SELF ENHANCEMENT INC.	OR
CHURCH	OR	SEPTL Southeast Portland Tool	
Salem Area Chamber of Commerce	OD	Library	OR
SALEM AREA MASS	OR	Serendipity Center Inc	OR
TRANSIT DISTRICT	OR	SERENITY LANE	OR
SALEM ELECTRIC	OR	Serenity Lane Health Services	OR
Salem Evangelical Church	OR	Seven Feathers Casino	OR
Salem First Presbyterian Church	OR	SEVEN PEAKS SCHOOL	OR
		SEXUAL ASSAULT RESOURCE CENTER	OR
SALEM FREE CLINICS	OR	Sexual Assault Support	OR
Salem keizar school district Salem Keizer School District	OR	Services	OR
Purchasing	OR	Shangri La	OR
Salem-Keizer 24J	OR	Shangri-La	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	SHELTERCARE	OR
SALMON-SAFE INC.	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
		Sheridan School District 48J	OR
Samaritan Health Services Inc. San Martin Deporres Catholic	OR	SHERMAN COUNTY	OR
Church	OR	SHERMAN COUNTY	OK
SANDY FIRE DISTRICT NO. 72	OR	SCHOOL DISTRICT	OR
Sandy Seventh-day Adventist	OK	SHERMAN DEVELOPMENT LEAGUE, INC.	OR
Church	OR	Sherwood Community Friends	on
Santiam Assembly of God	OR	Church	OR
SANTIAM CANYON COMMUNICATION CENTER	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
Santiam Canyon SD 129J	OR	SILVER FALLS SCHOOL	
SANTIAM CHRISTIAN	OK	DISTRICT SILVERTON AREA	OR
SCHOOLS	OR	COMMUNITY AID	OR
Scappoose Adventist School	OR	Silverton Fire District	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	Silverton Senior Center	OR
Did III II	OK		

SISKIYOU INITIATIVE	OR	SPIRIT WIRELESS	OR
Siuslaw Public Library District	OR	SPONSORS, INC.	OR
SIUSLAW SCHOOL		SPOTLIGHT THEATRE OF	
DISTRICT Siuslaw School District -	OR	PLEASANT HILL	OR
Transportation	OR	Springfield Public Library	OR
SMART	OR	Springfield Public Schools	OR
Smith Memorial Presbyterian	OK	SPRINGFIELD SCHOOL	0.0
Church	OR	DISTRICT NO.19 SPRINGFIELD UTILITY	OR
SOCIAL VENTURE	O.D.	BOARD	OR
PARTNERS PORTLAND	OR	Sprinkfield Elks #2145	OR
Sociecty of American Foresters	OR	Spruce Villa, Inc.	OR
Solutins Yes	OR		
SONRISE CHURCH	OR	St Andrews Presbyterian	OR
Soroptimist International of	0.70	St Frederic Catholic Church	OR
Gold Beach, OR SOUTH COAST	OR	St Helens School District	OR
EDUCATION SERVICE		ST HENRYS CHURCH	OR
DISTRICT	OR	St John Fisher Catholic Church	
SOUTH COAST HOSPICE,	0.70	Portland Oregon	OR
INC. SOUTH LANE FAMILY	OR	St John the Baptist Greek Orthodox Church	OR
NURSERY DBA FAMILY		St Mark Presbyterian Church	OR
RELIEF NURSE	OR	St Mary'''s Catholic School and	OK
SOUTH LANE SCHOOL	O.D.	Parish	OR
DISTRICT 45J3 South Salem High Music	OR	St Paul Baptist Church	OR
Boosters	OR	St Paul Catholic Church	OR
SOUTH UMPQUA SCHOOL		St Paul Parish School	OR
DISTRICT #19	OR		
Southeast Uplift Neighborhood Coalition	OR	ST VINCENT DE PAUL	OR
		ST. ANTHONY CHURCH	OR
Southern Coos Hospital SOUTHERN OREGON	OR	ST. ANTHONY SCHOOL	OR
CHILD AND FAMILY		St. Elizabeth Ann Seton Church	OR
COUNCIL, INC.	OR	St. Helens, City of	OR
SOUTHERN OREGON		St. Joseph Shelter	OR
EDUCATION SERVICE DISTRICT	OR	St. Katherine'''s Catholic	OIC
SOUTHERN OREGON		Church	OR
HUMANE SOCIETY	OR	St. Luke Catholic School	OR
Southern Oregon Project Hope	OR	St. Martins Episcopal church	OR
SOUTHERN OREGON	OD	St. Mary Catholic School	OR
UNIVERSITY SOUTHWEST CHARTER	OR	•	
SCHOOL	OR	St. Mary School	OR
Southwest Christian School	OR	St. Mary'''s Church	OR
Southwest Neighborhoods, Inc	OR	St. Mary'''s Episcopal Church	OR
SOUTHWESTERN OREGON	OK	ST. MARYS OF MEDFORD, INC.	OR
COMMUNITY COLLEGE	OR		
Southwestern Oregon Public	OD	St. Matthew Catholic School	OR
Defender Services, Inc.	OR	St. Paul School District	OR
SPARC ENTERPRISES SPECIAL MORILITY	OR	St. Peter Catholic Church	OR
SPECIAL MOBILITY SERVICES	OR	St. Pius X School	OR
Sphere MD	OR	St. Stephen'"'s Academy	OR
Sphere III	OIC	St. Therese Parish/School	OR

St. Vincent de Paul Church	OR	THE CATLIN GABEL SCHOOL	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR	The Christian Church of	
STAND FOR CHILDREN	OR	Hillsboro Oregonb The Church of Christ of Latter	OR
STANFIELD SCHOOL		Day Saints	OR
DISTRICT STAR OF HOPE ACTIVITY	OR	THE CITY OF NEWPORT	OR
CENTER INC.	OR	The Collins Foundation	OR
State Accident Insurance Fund Corporation	OR	The Dalles Art Association	OR
STATE OF OREGON	OR	The Dreaming Zebra Foundation	OR
State of Oregon - Department	OD	THE EARLY EDUCATION	OD
of Administrative Services	OR	PROGRAM, INC.	OR
STAYTON FIRE DISTRICT	OR OR	The Emerson School The Followers of Christ Church	OR
Stone Creek Christian Church	OR OR	of Oregon City	OR
Store to Door	OR OR	The Housing Authority of the County of Umatilla	OR
Street Ministry Summa Institute	OR OR	The Inn Home for Boys,	
SUMMIT VIEW COVENANT	OK	Inc.9138	OR
CHURCH	OR	The International School	OR
Sunny Wolf Charter School SUNNYSIDE FOURSQUARE	OR	The Klamath Tribe	OR
CHURCH	OR	The Lighthouse School The Madeleine Parish	OR
SUNRISE ENTERPRISES	OR	THE MILL CASINO	OR OR
Sunrise Water	OR	THE MILL CASINO THE NATIONAL	OK
sunrise water authority	OR	ASSOCIATION OF CREDIT MANAGEMENT-OREGON,	
Sunset Presbyterian Church	OR	INC.	OR
	OR	The Nature Conservancy, Willamette Valley Field Office	OR
SUSTAINABLE NORTHWEST	OR	THE NEWPORT PARK AND	OK
Sutherlin School District	OR	RECREATION CENTER	OR
SW Community Health Center	OR	THE NEXT DOOR THE OREGON COMMUNITY	OR
SWEET HOME SCHOOL	OD	FOUNDATION	OR
DISTRICT NO.55 Sweet Home United Methodist	OR	THE PORT OF PORTLAND	OR
Church	OR	The Ross Ragland Theater and Cultural Center	OR
TAKE III OUTREACH	OR	THE SALVATION ARMY -	
Tamarack Aquatic Center Teacher Standards and	OR	CASCADE DIVISION	OR
Practices Commission	OR	The Spiral Gallery The Sunriver Owners	OR
Temple Beth Israel	OR	Association	OR
TENAS ILLAHEE CHILDCARE CENTER	OR	The Tucker-Maxon Oral School	OR
Teras Interventions and	OK	The Wallace Medical Concern	OR
Counseling Inc The Alliance NW of the	OR	THREE RIVERS CASINO	OR
Christian & Missionary		Three Rivers School District	OR
Alliance The ALS Association Oregon	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
and SW Washington Chapter	OR	Tilikum Center for Retreats and	
The Blosser Center for Dyslexia Resources	OR	Outdoor Ministries TILLAMOOK BAY	OR
The Canby Center	OR OR	COMMUNITY COLLEGE	OR
The Canby Conto	OK		

TILLAMOOK CNTY TILLAMOOK CNTY	OR	TUALATIN VALLEY FIRE & RESCUE	OR
WOMENS CRISIS CENTER Tillamook County Emergency	OR	Tualatin Valley Water District TUALATIN VALLEY	OR
Communications District	OR	WATER DISTRICT	OR
Tillamook County Transportation Dist	OR	Tuality Healthcare	OR
TILLAMOOK ESTUARIES		Turtle Ridge Wildlife Center	OR
PARTNERSHIP	OR	UIUC	OR
Tillamook Fire District TILLAMOOK PEOPLES	OR	Ukiah School District 80R UMATILLA COUNTY,	OR
UTILITY DISTRICT	OR	OREGON	OR
Tillamook School District Tillamook Seventh Day	OR	Umatilla Electric Cooperative	OR
Adventist Church Tillamook Urban Renewal	OR	Umpqua Basin Water Association	OR
Agency	OR	UMPQUA COMMUNITY COLLEGE	OR
TLO Farms Tokyo Int""l University of	OR	UMPQUA COMMUNITY DEVELOPMENT	
America, Inc	OR	CORPORATION	OR
Toledo Police Department TOUCHSTONE PARENT	OR	Umpqua Community Health Center	OR
ORGANIZATION	OR	Umpqua Valley Public Defender	OR
Tower Theatre Foundation, Inc	OR	UNION COUNTY	OR
TRAILS CLUB	OR	Union County Economic	011
Training & Employment	OR	Development Corp.	OR
TRAINING EMPLOYMENT		UNION GOSPEL MISSION	OR
CONSORTIUM	OR	Union School District	OR
Transition Projects, Inc	OR	UNION SOIL & WATER	ΩD
Travel Lane County	OR	CONSERVATION DISTRICT Unitarian Universalist Church	OR
Treasure Valley Community College	OR	in Eugene	OR
Tri-County Chamber of	OIL	UNITED CEREBRAL PALSY	ΩD
Commerce Inc	OR	OF OR AND SW WA UNITED METHODIST	OR
TRI-COUNTY HEALTH CARE SAFETY NET		CHURCH	OR
ENTERPRISE	OR	United Way of Lane County	OR
Tri-County Metropolitan		UNITED WAY OF THE	
Transportation District of Oregon ("TriMet")	OR	COLUMBIA WILLAMETTE	OR
		Unithed Way	OR
Trillium Charter School TRILLIUM FAMILY	OR	Unitus Community Credit Union	OR
SERVICES, INC.	OR	UNIVERSITY OF OREGON	OR
Trillium Sprigs	OR	University of Oregon -	OK
TriMet Transit	OR	Purchasing and Contracting Services	OR
Trinity Lutheran	OR	University Of Oregon Athletics	OIL
Trinity United Methodist	OD	Department	OR
Church TUALATIN HILLS PARK	OR	UNIVERSITY OF PORTLAND	OR
AND RECREATION		University of Western States	OR
DISTRICT	OR	•	
Tualatin Lacrosse Club	OR	Unviersity of Oregon	OR
Tualatin Police Department	OR	Urban Gleaners	OR
Tualatin Soil and Water Conservation District	OR	Urban League of Portland	OR
Conservation District	OK		

US CONFERENCE OF MENONNITE BRETHREN		Convention	
CHURCHES US FISH AND WILDLIFE	OR	West Hills Christian School WEST HILLS COMMUNITY	OR
SERVICE	OR	CHURCH	OR
USAGENCIES CREDIT UNION	OR	West Linn Police	OR
USDA Forest Service	OR	West Linn Police Department	OR
USO Northwest	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
Vale School District No. 84	OR	WEST MULTNOMAH SOIL	
VALLEY CATHOLIC SCHL	OR	AND WATER CONSERVATION DISTRICT	OR
Verde	OR	West Salem Foursquare Church	OR
VERMONT HILLS FAMILY	OD	West Salem United Methodist	OR
LIFE CENTER VERNONIA SCHOOL	OR	WEST VALLEY HOUSING	0.70
DISTRICT 47J	OR	AUTHORITY	OR
Veterans Affairs	OR	Western Arts Alliance Western Environmental Law	OR
VFW POST 4248	OR	Center	OR
Victory Academy	OR	Western Mennonite School	OR
Vietnamese Christian	OD	WESTERN RIVERS	OD
Community Church	OR	CONSERVANCY	OR
Viking Sal Senior Center Village Home Education	OR	WESTERN STATES CENTER Western Wood Products	OR
Resource Center	OR	Association	OR
Vineyard Christian Fellowship	OR	WESTSIDE BAPTIST	OD
VIRGINIA GARCIA		CHURCH	OR
MEMORIAL HEALTH CENTER	OR	Westside Church of Christ Inc	OR
VOLUNTEERS OF	OK	Wheeler County	OR
AMERICA OREGON	OR	WHITE BIRD CLINIC	OR
Waldo Middle School	OR	WHITEAKER MONTESSORI SCHOOL	OR
WALLOWA COUNTY	OR	Wilco Farmers	OR
Wallowa County ESD	OR	Wild Lilac Child Development	-
Wallowa Future Foundation	OR	Community Wild Rogue Youth Foundation,	OR
Wallowa Valley Center For	OD	Inc.	OR
Wellness	OR	WILD SALMON CENTER	OR
WARNERPACIFIC COLG	OR	WILLAMALANE PARK	
Warrenton Hammond School	OR	AND RECREATION	OD
WASCO COUNTY	OR	DISTRICT Willamette Carpenters Training	OR
WASHINGTON COUNTY	OR	Center, Inc	OR
Washington County Consolidated Communications		WILLAMETTE EDUCATION SERVICE DISTRICT	OR
Agency	OR		
Washington County Facilities	0.70	WILLAMETTE FAMILY Willamette Leadership	OR
& Park Services Washington Park	OR	Academy/Pioneer Youth Corps	
Transportation Management		Of Oregon	OR
Association	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
Waste-Pro	OR	Willamette Neighborhood	OK.
WATER ENVIRONMENT SERVICES	OR	Housing Services	OR
WE CARE OREGON	OR	WILLAMETTE UNIVERSITY	OR
		Willamette Valley Babe Ruth	OR
West Coast Haunters	OR		

Willamette Valley Baptist Church Willamette Valley Rehab	OR	Yamhill Carlton School District Yamhill Community Care Organization	OR OR
Center WILLAMETTE VIEW INC. WILLAMINA SCHOOL DISTRICT	OR OR	YAMHILL COUNTY Yankton Baptist Church Yellowhawk Tribal Health	OR
	OR		OR OR
Winding Waters Medical Clinic WINSTON-DILLARD	OR	Yellowhawk Tribal Health Center	OR
SCHOOL DISTRICT 116 WINTERSPRING CENTER	OR OR	YMCA OF ASHLAND YMCA of Marion and Polk	OR
Women""s Safety & Resource Center	OR	Counties YONCALLA SCHOOL	OR
WOMENSPACE INC WOODBURN AREA CHAMBER OF COMMERCE	OR	DISTRICT NO.32 YOUNGS RIVER LEWIS	OR
	OR	AND CLARK WATER DISTRICT	OR
Woodburn City Of WOODBURN SCHOOL	OR	Youth Dynamics	OR
DISTRICT 103 WORD OF LIFE	OR	YOUTH GUIDANCE ASSOC. Youth M.O.V.E. Oregon	OR OR
COMMUNITY CHURCH	OR OR	YWCA SALEM	OR
WORKSYSTEMS INC World Forestry Center	OR	Zion Lutheran Church	OR
World of Speed	OR		

### 8. FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("<u>FEMA</u>") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("<u>44 CFR 13</u>").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the

terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

- 2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
- a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
- a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
  - (1) The copyright in any work developed under a grant or contract; and

- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
- 7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

### 9. COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

## 10. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

## **ADDITIONAL INFORMATION**



## **Kronos Terms and Conditions Contract**



#### **KRONOS TERMS**

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:	ENERAL TERMS AND CONDITIONS. This Section apply for all transactions	3.

TERMS AND CONDITIONS FOR SOFTWARE LICENSES. SOFTWARE AND EQUIPMENT SUPPORT **SECTION B:** 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).

CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS . This Section applies only for **SECTION C:** transactions that involve Kronos hosting for Software licensed under Section B and identified as CLOUD. For renewal of the Cloud Services only.

KRONOS WORKFORCE CENTRAL SAAS TERMS AND CONDITIONS. This Section applies only for SECTION D: Workforce Central transactions in a SaaS environment (except for the related professional and educational services see Section B)

KRONOS ADDENDUM VOXEO PROPHECY SERVICES. This Section applies to the Voxeo Prophecy **SECTION E:** services.

SECTION F: KRONOS HEALTHCARE EXTENSION WITH THE WORKFORCE CENTRAL SAAS. This section applies to the Healthcare Extension ordered with the Workforce Central SaaS.

SECTION G: KRONOS HEALTHCARE EXTENTION WITH THE APPLICATION HOSTING. This section applies to the Healthcare extension ordered with the Kronos Application Cloud services.

**SECTION H:** BUSINESS ASSOCIATED AGREEMENT. This Section applies with the services ordered under Sections G, H and K.

CLOUD SERVICES FOR EXTENSION APPLICATION. This Section applies with the Sections G and H. SECTION I:

CLIENT PARTNERSHIP SERVICES. This Section applies to the client Partnership services ordered by SECTION J: Healthcare Customers.

SECTION K: KRONOS WORKFORCE DIMENTIONS TERMS AND CONDITIONS. This section applies to the Worforce

Dimension Services ordered by Customers.

#### SECTION A: GENERAL TERMS AND CONDITIONS

#### 1. APPLICATION OF THESE TERMS

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

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

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

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

#### 2. APPLICABLE LAWS

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

#### 3. EXPORT

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

#### 4. CONFIDENTIAL INFORMATION

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

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

#### 5. TAXES

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

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

#### 6. TRAVEL EXPENSES

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

#### 7. GENERAL

- (a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

  (d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form.
- (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 <a href="http://www.redhat.com/licenses/jboss\_eula.html">http://www.redhat.com/licenses/jboss\_eula.html</a>.
- (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.
- (I) 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. PROFFESSIONAL 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: <a href="http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm">http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm</a> ("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 <a href="http://www.kronos.com/services/support-services.aspx">http://www.kronos.com/services/support-services.aspx</a>.
- (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 athttps://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: <a href="http://www.kronos.com/Support/SupportServicesPolicies.htm">http://www.kronos.com/Support/SupportServicesPolicies.htm</a> ("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 <a href="http://customer.Kronos.com">http://customer.Kronos.com</a> and each session has the Training Points value indicated. Training Points are invoiced when used by the Customer. Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services.

#### 15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

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

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

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

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

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

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

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

#### 16. INDEMNIFICATION

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

#### 17. LIMITATION OF LIABILITY

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

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

#### 18. TERMINATION OF ORDER FORM OR SOW

- (a) Termination for breach. For any breach of this Agreement by Kronos in relation with that Customer which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this the Order Form or applicable SOW upon thirty (30) days prior written notice to Kronos, provided Kronos has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity subject to the terms of this Agreement.
- (b) Termination for non-appropriation of funds. Should the funding for the services ordered by Customer be discontinued, Customer shall have the right to terminate the Order Form relating to such services ordered upon a 30 days written advance notice to Kronos. In such event, the Customer agrees to pay for the products delivered and the services performed under the terms of the Agreement prior to the receipt by Kronos of the termination notice.

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

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

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

#### 1. DEFINITIONS

- "Acceptable Use Policy" means the Kronos policy describing prohibited uses of the Cloud Services as further described at: https://www.kronos.com/policies/acceptable-use
- "Application(s)" means those Kronos software applications set forth on the applicable Order Form (or a schedule to the Order Form if Customer is only hosting a portion of the Applications for which Customer has a perpetual license) and which are made accessible to Customer for use in the Kronos Private Cloud under the terms of this Section C.
- "Billing Start Date" means the date on which billing for the Cloud Services will commence, as indicated on the Order Form.
- "Cloud Services" means access to the password protected customer area of the Kronos Private Cloud and those services related thereto, all as further described at: <a href="http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx">http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx</a>
- "Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Kronos Private Cloud.
- "Initial Term" means the initial billing term of the Cloud Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Cloud Services prior to the commencement of the Initial Term.
- "Monthly Services Fee(s)" means the monthly fees described in the applicable Order Form.
- "Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos, including without limitation the prices and fees to be paid by Customer.
- "Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.
- "Production Environment" means the environment established for Customer's daily use of the Applications in a live environment throughout the Term.
- "Renewal Term" means the renewal billing term of the Cloud Services as indicated on the Order Form.
- "SLA(s)" means a service level agreement offered by Kronos for the Production Environment and attached to this Section C as <u>Exhibit</u> A which contains key service level standards and commitments that apply to the Kronos Private Cloud.
- "SLA Credit" means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages or interruptions in the delivery of the Cloud Services that result in a failure to meet the terms of the applicable SLA.
- **"Supplier"** means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Cloud Services. Kronos may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Cloud Services delivered by Kronos under this Agreement.
- "Temporary Environment" means a transient, non-production environment created to serve limited purposes for a limited time period, and identified on the applicable Order Form as a Temporary Environment.
- "Term" means the Initial Term and any Renewal Terms.

#### 2. CLOUD SERVICES AND TERM

- 2.1 During the Term, Kronos will provide the Cloud Services for the Applications. Unless the Order Form indicates that the Applications are to be implemented in a Temporary Environment, the Applications will be deemed to be implemented in a Production Environment
- 2.2 Billing for the Cloud Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Cloud Services shall automatically renew for an additional Renewal Term until either party provides notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Term.

- 2.3 Kronos may suspend or terminate the Cloud Services upon notice in the event of any breach by Customer of this Section C if such breach is not cured within thirty (30) days of the date of Kronos' written notice. No interruption shall be deemed to have occurred during, and no credits shall be owed for, any authorized suspension of the Cloud Services.
- 2.4 Customer may terminate the Cloud Services by written notice at any time during the term of the Section C if Kronos materially breaches any provision of this Section C, and such default is not cured within thirty (30) days after receipt of written notice from Customer. In the event of such termination by Customer, Customer shall pay Kronos within thirty (30) days all fees then due and owing for the Cloud Services prior to the date of termination.
- 2.5 Customer may terminate any or all of the Cloud Services for convenience on no less than ninety (90) days prior written notice to Kronos. In the event of termination of any of the Cloud Services by Customer for convenience or by Kronos for cause during the Initial Term, Customer will pay to Kronos any out of pocket expenses incurred by Kronos in terminating the Cloud Services plus an early termination fee based on the following calculation: one (1) month of the then-current Monthly Services Fees for every twelve (12) month period (or portion thereof) remaining in the Initial Term. By way of example only, if Customer terminates the Cloud Services for convenience with fifteen (15) months remaining in the Initial Term, Customer will be responsible to pay Kronos two (2) months of the then-current Monthly Services Fees.
- 2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.
- 2.7 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

#### 3. CLOUD SERVICES, FEES AND PAYMENT

- 3.1 In consideration of the delivery of the Cloud Services, Customer shall pay Kronos the Monthly Services Fee for such Cloud Services as defined in the applicable Order Form. The Monthly Services Fee shall commence on the Billing Start Date and will be invoiced on the "Billing Frequency" indicated on the Order Form. When billed annually in advance, Kronos will invoice Customer an amount equal to twelve (12) months of the Monthly Services Fees for the Cloud Services annually in advance for each year during the Term commencing on the Billing Start Date. The Billing Start Date for the Monthly Service Fees for any Cloud Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Cloud Services shall be the date the applicable Order Form is executed by Kronos and Customer.
- **3.2** All fees payable for the Cloud Services shall be sent to the attention of Kronos as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the Cloud Services (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege. Customer may be required to purchase additional Cloud Services to address infrastructure requirements as released by Kronos for a new version of a particular Application.
- **3.3** If any amount owing under this or any other agreement for Cloud Services is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Cloud Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Cloud Services.
- 3.4 At the commencement of each Renewal Term, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the invoice following the effective date of such increase without additional notice. Customer may be required to purchase additional Cloud Services to address increased infrastructure requirements for a new version of a particular Application as released by Kronos. Any additional Cloud Services will be set forth on an Order Form to be mutually agreed upon by Customer and Kronos.

#### 4. ACCEPTABLE USE

- **4.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Cloud Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Cloud Services.
- **4.2** Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Cloud Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.
- 4.3 Customer will not (a) use, or allow the use of, the Cloud Services in contravention of the Acceptable Use Policy.
- **4.4** Kronos may suspend the Cloud Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

#### 5. MAINTENANCE

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

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

#### 6. CUSTOMER CONTENT

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

#### 7. CONNECTIVITY AND ACCESS

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

#### 8. indemnification

- 8.1 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "Kronos Indemnified Parties") harmless, from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that: (a) employment-related claims arising out of Customer's configuration of the Cloud Services; (b) Customer's modification or combination of the Cloud Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.
- **8.2** The Kronos Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

#### 9. SERVICE LEVEL AGREEMENT

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

#### 10. LIMITATION OF LIABILITY

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

#### 11. DATA SECURITY

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

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

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

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

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

#### **EXHIBIT A OF SECTION C**

#### **SERVICE LEVEL AGREEMENT (SLA)**

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

#### 99.75% Application Availability

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

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

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

<sup>&</sup>quot;Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

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

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

#### **Customer Specific Maintenance Period**

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

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

#### **Non-Customer Specific Maintenance Period**

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

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

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

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

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

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

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

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

#### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 2. TFRM

- 2.1 Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew each year for an additional Renewal Term until terminated in accordance with the provisions hereof.
- 2.2 Customer may terminate the Services and this Agreement for convenience upon sixty (60) days prior written notice subject to Customer's payment of the Minimum Contract Value. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.
- 2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.
- 2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.
- 2.5 If the Agreement is terminated for any reason:
- (a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for Services not delivered by Kronos;
- (b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;
- (c) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
- (d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.
- 2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.

#### 3. FEES AND PAYMENT

- 3.1 Customer shall pay Kronos the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Kronos offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). If Customer and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If Kronos is providing Implementation Services in accordance with the Services Implementation Guideline or as "a la carte" services on the Order Form, Kronos will invoice Customer for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other Kronos offerings will be invoiced upon execution of the applicable Order Form by Kronos and Customer. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. All payments shall be sent to the attention of Kronos as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.
- **3.2** If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.
- 3.3 At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

#### 4. RIGHTS TO USE

4. 1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at <a href="http://www.redhat.com/licenses/jboss\_eula.html">http://www.redhat.com/licenses/jboss\_eula.html</a> Customer acknowledges that execution of separate third party agreements may be required in order for Customer to use certain add-on features or functionality, including without limitation tax filing services.

- **4.2** Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees or users, as the case may be. Customer may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder.
- **4.3** Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.
- **4.4** Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.
- 4.5 When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Customer of any professional obligation concerning the preparation and review of any reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

#### 5. ACCEPTABLE USE

- **5.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.
- **5.2** Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.
- 5.3 Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy.
- **5.4** Kronos may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

#### 6. CONNECTIVITY AND ACCESS

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

#### 7. IMPLEMENTATION AND SUPPORT

- 7.1 Implementation Services. Kronos will provide the Implementation Services to Customer. Implementation Services described in a SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a fixed fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, Kronos will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kronos will be billed as delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and work flows that Kronos obtains from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that Kronos is required to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos in accordance with the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request. Kronos shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- **7.2** Additional Services. Customer may engage Kronos to provide other services which may be fixed by activity ("a la carte") or provided on a time and materials basis ("bill as you go") as indicated on the applicable Order Form.

- **7.3 Support**. Kronos will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the Kronos Customer Portal. As part of such support, Kronos will make updates to the Services available to Customer at no charge as such updates are released generally to Kronos' customers. Customer agrees that Kronos may install critical security patches and infrastructure updates automatically as part of the Services. Kronos' then-current Support Services Policies shall apply to all Support Services provided by Kronos and may be accessed at: <a href="http://www.kronos.com/Support/SupportServicesPolicies.htm">http://www.kronos.com/Support/SupportServicesPolicies.htm</a> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.
- **7.4 Support Services for Equipment**. Provided Customer has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):
- (a) Customer may select, as indicated on an Order Form, an Equipment Support Services option offered by the local Kronos entity responsible for supporting the Equipment if and as such offerings are available within the Kronos territory corresponding to the Equipment's location. Kronos shall provide each Equipment Support Services offering as specified herein.
- (i) **Depot Exchange and Depot Repair**. If Customer has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option Depot Exchange or Depot Repair selected by Customer on the applicable Order Form and as specified herein and in Kronos' thencurrent Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

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

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

- (ii) **Device Software Updates Only.** If Customer has selected Device Software Equipment Support Services, Customer shall be entitled to receive:
  - (A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal. Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos.; and
  - (B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.
- (b) **Warranty.** Kronos warrants that all service packs and firmware updates provided under this Agreement shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.
- (c) Responsibilities of Customer. It is Customer's responsibility to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Customer to replace failed Equipment at Customer's locations in order for Customer to continue its operations while repairs are being performed and replacement Equipment is being shipped to Customer. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Customer agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to Customer. In addition, Customer agrees to:
  - (i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;
  - (ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;
  - (iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation quidelines:
  - (iv) Ensure that the Equipment is returned to Kronos properly packaged; and

- (v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Equipment authorized by Kronos when issuing the RMA.
- (d) **Delivery.** All domestic shipments within the United States are FOB Destination to/from Customer and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments from Kronos to Customer are DAP (Incoterms 2010) to the applicable Customer location, and are DDP (Incoterms 2010) to the applicable Kronos Depot Repair Center when Customer is shipping to Kronos. Customer is responsible for all duties and taxes when sending Equipment to Kronos.
- **7.5 KnowledgePass Education Subscription.** When KnowledgePass Education Subscription is purchased on an Order Form, Kronos will provide Customer with the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Kronos (the "KnowledgePass Content"). Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in \*pdf form solely for Customer's internal use. Customer may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of training kits solely for Customer's internal use.
- **7.6 Training Points.** "Training Points" which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Training Points may be redeemed only during the Term at any time no more than twelve (12) months after the date of the applicable Order Form, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other Kronos products or services.
- 7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: <a href="www.kronos.com/products/workforce-central-saas/training-guidlines.aspx">www.kronos.com/products/workforce-central-saas/training-guidlines.aspx</a>
  Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.
- **7.8 Technical Account Manager.** Customers purchasing a Kronos Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos training for the Applications covered under this Agreement at Customer's expense.

#### 8. Customer content

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

#### 9. EQUIPMENT

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

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

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

#### 10. SERVICE LEVEL AGREEMENT

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

#### 11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

- **11.1** Kronos represents and warrants to Customer that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.
- 11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.
- 11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:
- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

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

#### 12.0 DATA SECURITY

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

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

- **12.2** As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.
- 12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

#### 13. INDEMNIFICATION

- 13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.
- 13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.
- 13.3 Customer shall be responsible and liable for all damages and cost of \Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person.
- 13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

#### 14. LIMITATION OF LIABILITY

- **14.1** Except as specifically provided in this agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the services or by any errors, delays, interruptions in transmission, or failures of the Services.
- 14.2 Except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the Services in the twelve (12) month period immediately preceding the date in which such claim arises.
- 14.3 except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries, misdeliveries or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage.
- 14.4 Except with respect to liability arising from Kronos' gross negligence or willful misconduct, Kronos disclaims any and all liability, including without limitation liability related to a breach of data security and confidentiality obligations, resulting from any externally introduced harmful program (including without limitation viruses, trojan horses, and worms), Customer's Content or applications, third party unauthorized access of Equipment, SaaS Applications or systems, or machine error.

#### **EXHIBIT D-1**

#### SERVICE LEVEL AGREEMENT (SLA)

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

#### 99.75% Application Availability

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

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

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

<sup>&</sup>quot;Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

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

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

#### **Customer Specific Maintenance Period**

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

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

#### **Non-Customer Specific Maintenance Period**

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

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

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

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

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

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

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

# SECTION E KRONOS ADDENDUM VOXEO PROPHECY SERVICE (Licensed or User based)

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to the Voxeo Prophecy service ("Voxeo Prophecy"), a service of Aspect Software Inc., which Kronos is authorized to resell. The Voxeo Prophecy service can be ordered either on a licensed basis (in which case Voxeo Prophecy is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Licensed Based") or on a per minute basis ("Usage Based").

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

#### Maintenance.

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

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

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

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

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

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

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

#### SECTION F

#### WFC Extensions for Healthcare Terms and Conditions

to

#### Section D (Workforce Central Software as a Services Terms and Conditions)

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

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

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

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

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

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

#### 1. DEFINITIONS

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

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

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

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

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

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

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

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

#### 2. KRONOS CLOUD ENCRYPTION GATEWAY

- a. As part of acquiring the Extension Applications pursuant to this Section F, Kronos licenses to Customer the right to use the Kronos Cloud Encryption Gateway tool ("Encryption Gateway Tool"). The Encryption Gateway Tool will Encrypt PHI before it is transmitted to the Kronos Private Cloud and it will un-Encrypt the PHI when it is extracted from the Kronos Private Cloud in accordance with the encryption product documentation.
- b. Kronos will deliver the Encryption Gateway Tool by giving Customer access to the secure Customer portal and such tool shall be available for download and to be installed by Customer, on Customer's server and behind its firewall at its location. The Encryption Gateway Tool will at all times be under Customer's control and Customer shall install updates to the Encryption Gateway Tool, when such updates are made available by Kronos. The Encryption Gateway Tool is licensed to Customer concurrently with the Extension Application(s) and upon termination or expiration of the Extension Application(s), Customer's right to use the Encryption Gateway Tool shall also terminate. Customer agrees to uninstall the Encryption Gateway Tool upon termination of Customer's right to use of the Extension Applications.

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

#### 3. CUSTOMER RESPONSIBILITIES

Customer agrees to:

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

#### 4. CLIENT PARTNERSHIP SERVICES

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

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

#### 5. BUSINESS ASSOCIATE AGREEMENT

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

#### 6. DATA SECURITY

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

#### **SECTION G**

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

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

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

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

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

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

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

#### 1. DEFINITIONS

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

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

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

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

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

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

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

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

#### 7. KRONOS CLOUD ENCRYPTION GATEWAY

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

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

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

- c. Customer is entitled to receive the Support Services detailed in Section C/Section C-1.
- d. The Application Availability SLA of the Agreement shall not apply to the Encryption Gateway Tool which is installed on Customer's server at Customer's control.

#### 8. CUSTOMER RESPONSIBILITIES

Customer agrees to:

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

#### 9. CLIENT PARTNERSHIP SERVICES

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

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

#### 10. BUSINESS ASSOCIATE AGREEMENT

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

#### 11. DATA SECURITY

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

#### **SECTION H**

#### **BUSINESS ASSOCIATE AGREEMENT**

#### **RECITALS**

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

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

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

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

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

#### **AGREEMENT**

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

#### 1. DEFINITIONS

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

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

- 1.9. **"Use"** or **"Uses"** mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate's internal operations, as set forth in 45 C.F.R. § 160.103.
  - 1.10. "Workforce" shall have the meaning given to such term under 45 C.F.R. § 160.103.

#### 2. OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- 2.2 <u>Prohibited Marketing and Sale of PHI</u>. Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by any Underlying Agreement and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (ii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii); however this prohibition shall not affect payment by Covered Entity to Business Associate for the provision of Services pursuant to any Underlying Agreement.
- 2.3 <u>Adequate Safeguards of PHI</u>. Business Associate shall implement and maintain reasonably appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentially, integrity, and availability of e-PHI that it receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.
- 2.4 <u>Mitigation</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

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

- 2.5.1 Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity in writing each confirmed Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or Subcontractors that is not specifically permitted by this BAA no later than ten (10) business days after confirming such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon written request by Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.
- 2.5.2 <u>Breach of Unsecured PHI</u>. If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall reasonably cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act.
- 2.6 Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make its internal policies, books and records relating to the Use and Disclosure of PHI received from, or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary.
- 2.7 Access to and Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) business days of a written request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying to fulfill its obligations under 45 C.F.R. § 164.524, or (b) permit Covered Entity

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

- 2.8 Accounting. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.
- 2.9 <u>Use of Subcontractors</u>. Business Associate shall require each of its Subcontractors, if any, that maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same, or substantially similar, restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.
- 2.10 <u>Minimum Necessary</u>. Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

#### 3. COVERED ENTITIES RESPONSIBILITIES

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

#### 4. TERM AND TERMINATION

- 4.1 <u>Term.</u> Subject to the provisions of Section 4.2 herein, the term of this BAA shall be the term of the Underlying Agreement.
- 4.2 <u>Termination for Cause</u>. In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:
- a. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within fifteen (15) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period, Covered Entity may immediately terminate this BAA and any Underlying Agreement upon written notice to Business Associate; or
- b. Upon written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured

#### 4.3 <u>Disposition of Protected Health Information Upon Termination or Expiration.</u>

- 4.3.1 Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a a format utilized at the time of termination and timeframe, at no additional charge to Covered Entity.
- 4.3.2 If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

#### 5. MISCELLANEOUS

- 5.1 <u>Amendment to Comply with Law</u>. The parties agree to enter into an amendment to this BAA to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations, as applicable, and as mutually agreed between the parties. Additionally, the Parties agree to take such action as is reasonably necessary to amend this BAA from time to time for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act, and to the extent mutually acceptable to the parties.
- 5.2 <u>Relationship to Underlying Agreement Provisions</u>. Except as otherwise specifically stated in this BAA, in the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement, subject to Section 5.3 below.
- 5.3 Entire Agreement. This BAA supplements and is entered into subject to the Underlying Agreement, and constitutes the entire agreement between the Parties for the services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the Parties relating to the subject matter of this BAA. Any provisions in the Underlying Agreement regarding limitations or exclusion of liability or indemnification will apply to any of the rights and obligations of the parties under this BAA or breach thereof. This BAA supersedes and replaces any existing Business Associate Agreement in effect between Business Associate and Covered Entity. Any PHI received from Covered Entity prior to, on, or after the date of this Agreement is subject to the terms and conditions of this Agreement.
- Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.4. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.
- 5.5 <u>Relationship of Parties</u>. Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

#### **SECTION I**

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

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

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

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

## **Guidelines and Assumptions:**

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

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

## **Workforce Central EHC Upgrade Services**

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

The table below reflects the included upgrade tasks.

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

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

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

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

#### **SECTION J**

### CLIENT PARTNERSHIP SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

(For Healthcare Customers only)

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

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

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

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

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

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

#### 1. Client Partnership Services for Kronos Software.

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

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

# SECTION K WORKFORCE DIMENSIONS™ AGREEMENT

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

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

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

Attachment A-2: Professional and Educational Services Policies

Attachment A-3: Service Level Agreement

Exhibit K-B: Workforce Dimensions Cloud Guidelines:

www.kronos.com/workforce-dimensions/agreement/exhibitb

Exhibit K-C: Customer Success

Attachment C-1: Customer Success Plans

Attachment C-2: Support Policies

Exhibit K-D: Acceptable Use Policy (AUP):

www.kronos.com/workforce-dimensions/agreement/exhibitd

Exhibit K-E: AtomSphere Service and Boomi Software

Attachment E-1: Boomi Flow Down Provisions

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

## **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

"Customer Indemnified Party(ies)" means Customer and Customer's respective directors, officers, and employees.

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

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

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

**"Equipment Support Services"** means the maintenance and support services related to Kronos' support of Equipment as further described in Attachment A-1.

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

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

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

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

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

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

**"PEPM"** means the per employee per month fee for a Customer's Authorized Users access to the Service.

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

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

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

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

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

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

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

## 1. Order Forms

- 1.1 The following commercial terms may appear on an Order Form:
  - a. The Application(s) included in the Service, and the other offerings being ordered by Customer
  - b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
  - c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
  - d. Renewal Term (i.e., the renewal billing term of the Service)
  - e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
    - i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
    - ii. "Monthly in Arrears" means payment is due on a monthly basis with the invoice being issued at the end of the month in which the Service was delivered.
  - f. Payment Terms (i.e., the amount of days in which Customer must pay a Kronos invoice)
  - g. Shipping Terms (i.e., FOB Shipping Point, Prepay and Add)
- 1.2 The following Fees may appear on an Order Form:
  - a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
  - b. Customer Success Fees for Premium and Premium Plus Plans
  - c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
  - d. Equipment Purchase Fees
  - e. Equipment Rental Fees
- 1.3 Kronos may also sell (or rent) Equipment to Customer, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A-1.

# 2. Billing

- 2.1 Kronos will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Customer will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Customer will send payment to the attention of Kronos at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Section K, Customer payments are non-refundable. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.
- 2.2 At the expiration of the Initial Term, and at the expiration of each Renewal Term, the Service will automatically renew for a Renewal Term. For each Renewal Term, Kronos may increase the PEPM Fees by no more than four percent (4%) over the previous year's PEPM Fees, for the same Applications and the same licensed quantity. Kronos will reflect these increased PEPM fees in the applicable invoice for each Renewal Term.

# 3. Implementation Services and Professional Services

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

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

- 3.2 While Customer may configure the Applications itself, as part of the Implementation Services as described in an SOW, Kronos may also configure the Applications. Kronos will configure the Applications based on Customer's instructions and direction. Customer is solely responsible for ensuring that the Configurations comply with Applicable Law.
- 3.3 Kronos may also provide Professional Services to Customer that do not require an SOW but which will be as set forth on an Order Form.
- 3.4 The Kronos policies set forth in Section B shall apply to all Implementation Services and Professional Services provided by Kronos. In the event of a conflict between the Professional Services Policies and this Section K, the terms of this Section K shall prevail.

# 4. Service Level Agreement

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

# 5. Data, Confidentiality, Security and Privacy

## Section 5.1 Data

- 5.1.1 Customer owns Customer Data. Customer is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Customer is solely responsible for any Claims that may arise out of or relating to Customer Data.
- 5.1.2 Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

## Section 5.2 Security and Privacy

- 5.2.1 Kronos will maintain the Controls throughout the Term.
- 5.2.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.
- 5.2.3 Kronos employees will access Customer Data from the locations from which such employees work. Customer consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Customer will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Customer has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Customer will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.
- 5.2.4 Kronos will notify Customer in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include,

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

# 6. Warranty

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

## 7. License

## Section 7.1 Technology License

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

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

## 8. Scope and Authority

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

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

# 9. Suspension

- 9.1 Kronos may suspend the Service if any amount that Customer owes Kronos is more than thirty (30) days overdue. Kronos will provide Customer with at least seven (7) days prior written notice that the Customer's account is overdue before Kronos suspends the Service. Upon payment in full of all overdue amounts, Kronos will immediately restore the Service.
- 9.2 Customer is responsible for complying with the AUP. Kronos and its third party cloud service provider reserve the right to review Customer's use of the Service and Customer Data for AUP compliance and enforcement. If Kronos discovers an AUP violation, and Kronos reasonably determines that Kronos must take immediate action to prevent further harm, Kronos may suspend Customer's use of the Service immediately without notice. Kronos will contact Customer when Kronos suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If Kronos does not reasonably believe it needs to take immediate action, Kronos will notify Customer of the AUP violation. Even if Kronos doesn't notify Customer or suspend the Service, Customer remains responsible for any such AUP violation. Kronos will restore the Service once the AUP violation is cured or as both Parties may agree.

## 10. Termination

## Section 10.1. Types of Termination

- 10.1.1 <u>For Convenience</u>. Customer may terminate the Service and this Section K for convenience upon ninety (90) days prior written notice. Customer may terminate Seasonal Licenses upon at least sixty (60) days prior written notice before the start of a Renewal Term.
- 10.1.2 <u>Non-renewal</u>. Either Party may terminate the Service upon at least sixty (60) days prior written notice before the start of the Renewal Term.
- 10.1.3 <u>For Cause</u>. Either Party may terminate the Service and this Section K if the other Party fails to perform any material obligation under this Section K, and such Party is not able to cure the non-performance within thirty (30) days of the date such Party is notified by the other Party of such default.
- 10.1.4 For Bankruptcy. If either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of our creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party's obligations under this Agreement. If an assurance that provides reasonable evidence of future performance is not provided within ten (10) business days of a written request, the requesting Party may immediately terminate this Agreement upon written notice.

## Section 10.2 Effects of Termination

If the Section K is terminated for any reason:

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

## 11. Indemnification

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

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

- 11.3 Customer shall be responsible and liable for all damages and costs of Kronos arising out of any and all Claims alleging that: (a) the Configurations violate any law applicable to the rights of an Authorized User; (b) Customer's modification or combination of the Service with other services, software or equipment not furnished by Kronos, infringes or misappropriates any copyright or patent, provided that such modification or combination is the cause of such infringement and was not authorized by Kronos in writing; or, (c) a claim that the Customer Data or its collection or use by Customer violates the AUP or Applicable Laws.
- 11.4 The Indemnified Party will provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party will be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party will not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other Party. The Indemnified Parties will cooperate fully (at the indemnifying party's request and expense) with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

# 12. Extent and Limitations of Liability

- 12.1 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 11 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.
- 12.2 **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES.** NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED.

## 13. Changes

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

## 14. Feedback

From time to time, Customer may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Customer hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose

in connection with Kronos' business without any compensation to Customer or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Section K limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Attachment A-1: Equipment Purchase, Rental, and Support: www.kronos.com/workforce-dimensions/agreement/attachment-a1

Attachment A-2: Professional and Educational Services Policies: www.kronos.com/workforce-dimensions/agreement/attachment-a2

Attachment A-3: Service Level Agreement: www.kronos.com/workforce-dimensions/agreement/attachment-a3

## **Exhibit K-C: Customer Success**

## Section 1. Success Plans

- 1.1 Kronos offers the following Success Plans for Workforce Dimensions:
  - a. Community Success (included in Customer's PEPM Fee)
  - b. Guided Success (available for an additional Fee)
  - c. Signature Success (available for an additional Fee with minimum annual spend in PEPM and Equipment Rental Fees)
- 1.2 As part of the Community Success Plan, Kronos will provide:
  - a. Local Time Zone Support: 8am 8pm Monday to Friday, with two-hour response time to support cases.
  - b. 27/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
  - c. Kronos Community Access: Ability to access how-to articles, discussion boards, and open support cases .
  - d. Kronos Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities.
  - e. KnowledgeMap™: On-line education portal providing access to Kronos e-learning resources.
  - e. KnowledgeMap™ Live may be purchased for an additional Fee.
  - f. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Kronos Application Consultants with industry-specific Kronos product knowledge.
- 1.3 As part of the Guided Success Plan, Kronos will provide:
  - a. All of the services under Community Success, including the option to purchase KnowledgeMap™ Live or a TAM.
  - b. Proactive Support: Monitoring of your environment and usage with proactive notification and resolution of potential issues.
  - c. Named Success Manager: Dedicated, industry-specific advisor.
  - d. Live Check-In Meetings: Regular meetings with your named success manager.
  - e. Personalized Success Path: Tailored guidance based on your business goals.
  - f. Success Reporting: Personalized reporting providing insight into your key performance indicators on an <u>annual</u> basis (i.e., user adoption, compliance, productivity, efficiency.)
  - g. Executive Business Review: Strategic review of roadmap, realized value, engagement, relationship, and future direction.
  - h. Optimization Assessment: Assistance with optimizing the use of Workforce Dimensions based on your current usage patterns.
- 1.4 As part of the Signature Success Plan, Kronos will provide:
  - a. All of the services under Guided Success. Additionally, KnowledgeMap™ Live and a TAM are included as part of the Signature Success Plan for no additional Fee.
  - b. 24/7 Local Time Zone Support with one-hour response time to support cases.
  - c. Technical Account Manager included at no additional charge.
  - d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.

- e. Knowledge $\mathsf{Map}^\mathsf{TM}$  Live included at no additional charge.
- k. Industry Best Practice Audit: Review configuration and use of Workforce Dimensions against industry peers and provide recommendations.
- 1.5 Each Success Plan provides different services and different service coverage periods, which are described in Attachment C-1.
- 1.6 The Kronos policies set forth in Attachment C-2 shall apply to all Success Plans.

Attachment C-1: Success Plans:

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

Attachment C-2: Support Policies:

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

# Exhibit K-E: AtomSphere Service and Boomi Software

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

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

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

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

Attachment E-1: Boomi Flow Down Provisions: www.kronos.com/workforce-dimensions/agreement/attachment-e1

### Exhibit K F: Workforce Dimensions™ Add-Ins

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

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

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

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

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

# Kronos Terms and Conditions Contract Workforce Ready, Payroll



### **KRONOS TERMS**

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

SECTION A: GENERAL TERMS AND CONDITIONS. This Section apply for all transactions.

SECTION B: KRONOS WORKFORCE READY SAAS TERMS AND CONDITIONS. This Section applies only for Workforce Ready

transactions.

SECTION C: PAYROLL PROCESSING SERVICES. This Section applies to the Workforce Payroll Services.

### SECTION A: GENERAL TERMS AND CONDITIONS

#### 1. APPLICATION OF THESE TERMS

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

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

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

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

### 2. APPLICABLE LAWS

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

#### 3. EXPORT

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

#### 4. CONFIDENTIAL INFORMATION

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

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

#### 5. TAXES

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

## 6. TRAVEL EXPENSES

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

### 7. GENERAL

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

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

- (d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.
- (e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- (f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
- (g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
- (h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA. (i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at
- http://www.redhat.com/licenses/jboss\_eula.html.
- (j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.
- (k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.
- (I) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

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

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

#### 1. DEFINITIONS

- "Agreement" means these terms and conditions and the Order Form(s).
- "Application(s)" or "SaaS Application(s)" means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.
- "Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.
- "Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.
- "Documentation" means technical publications published by Kronos relating to the use of the Services.
- "Educational Content" has the meanings ascribed in Section 7.3.
- "Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.
- "Initial Term" means the initial term of the Services as indicated on the Order Form.
- "Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.
- "Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.
- "Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.
- "Renewal Term" means the renewal term of the Services as indicated on the Order Form.
- "Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.
- "Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.
- "Term" means the Initial Term and any Renewal Terms thereafter.

#### 2. TERM

- **2.1** The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.
- 2.2 Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Equipment delivered prior to the effective date of termination. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.
- 2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or Section B.4 (Confidential Information).
- 2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.
- **2.5** If the Agreement is terminated for any reason:
- (a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;
- (b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

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

#### 3. FEES AND PAYMENT

- 3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.
- 3.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee has been marked by Customer as having an "Active" status during the period.
- 3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.
- 3.4 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.
- **3.5** At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

#### 4. RIGHTS TO USE

- 4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.
- **4.2** Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.
- 4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any

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

- **4.4** Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.
- **4.5** Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

### 5. ACCEPTABLE USE

- **5.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.
- **5.2** Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.
- **5.3** Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

### 6. CONNECTIVITY AND ACCESS

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

### 7. IMPLEMENTATION AND SUPPORT

- **7.1** *Implementation.* Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <a href="http://www.kronos.com/products/workforce-ready/implementation-quidlines.aspx">http://www.kronos.com/products/workforce-ready/implementation-quidlines.aspx</a>
- **7.2** Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.
- 7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:
- (a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option Depot Exchange or Depot Repair selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.
- (b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.
- (c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.
- 7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in \*pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

#### 8. Customer content

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

#### 9. EQUIPMENT

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

- 9.1 Rented Equipment. The following terms apply only to Equipment Customer rents from Kronos:
  - a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
  - b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
  - c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
  - d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
  - e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 7.
  - f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.
- 9.2 Purchased Equipment. The following terms apply only to Equipment Customer purchases from Kronos:
  - a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
  - b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

#### 10. SERVICE LEVEL AGREEMENT

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

### 11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

- 11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.
- 11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.
- 11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:
- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use:
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- malfunctions resulting from the use of badges or supplies not approved by Kronos.

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

#### 12.0 DATA SECURITY

- 12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.
- 12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.
- 12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

#### 13. INDEMNIFICATION

- 13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' opinion and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.
- 13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.
- 13.3 Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "Kronos Indemnified Parties") from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise.
- 13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

## 14. LIMITATION OF LIABILITY

- **14.1** Except as specifically provided in this Agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the Services or by any errors, delays, interruptions in transmission, or failures of the Services.
- 14.2 except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' Suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the services in the Twelve (12) month period immediately preceding the date in which such claim arises.
- 14.3 Except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' Suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries,

misdeliveries or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage.

14.4 EXČEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

### **SECTION C**

### PAYROLL PROCESSING TERMS AND CONDITIONS

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

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

### **GENERAL TERMS AND CONDITIONS**

## Article 1. Payroll Services

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

### 1.1.1 Payroll, Tax and Treasury Payroll Services.

- a. Customer agrees that the Payroll, Tax and Treasury Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the Payroll Services Pricing Exhibit attached as Attachment 2 ("Payroll Services Pricing Exhibit") and the responsibilities of Customer and Kronos set forth throughout this Section C.
- b. Customer will submit the payroll information to Kronos in the format and including the information specified by Kronos from time to time not less than two (2) Business Days prior to Customer's scheduled check date. "Business Day" means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association ("NACHA") operating rules ("Applicable Law(s)". The deadline for Customer's submission of payroll is determined by the time zone in which the processing occurs, as follows. On the date Customer's payroll is scheduled to be submitted, if Customer payroll processing emanates from the Eastern or Central Time Zone, then the deadline for submission is 12:00 p.m. Eastern Time; if Client payroll processing emanates from the Mountain or Pacific Time Zone, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date.

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

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

### 1.1.2 Additional Payroll Services.

a. <u>Check Printing and Fulfillment Services</u>. - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks.

- b. <u>ACH Child Support Processing</u> means the impoundment and remittance of funds for third party payments via ACH for child support payments to the applicable state child support agencies.
- c. W2 Filing means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, excluding Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- d. <u>1099 Filing</u>- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for APS to timely fulfill its obligations.
- 1.1.3 <u>Workforce Ready Platform</u>. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section C.

## Article 2. Fees; Billing

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

## Article 3. Customer Content

- 3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Section C, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.
- 3.1.2 Notwithstanding anything to the contrary in this Section C, each party's use and disclosure of tax return information pursuant to or in connection with this Section C shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

### Article 4. Customer Covenants

- 4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.
- 4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Section C and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Section C and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.
- 4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations two (2) Business Days prior to the applicable check date. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Section C upon notice to Customer.

## 4.4 Banking and Funding Covenants

4.4.1 Funding Payroll Obligations via Draw Down Wire Except as noted below, all monies caused to be transferred by Kronos on behalf of Customer will be funded via a draw down wire ("Draw Down Wire") initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any WFR Terms necessary to allow Kronos to cause the initiation of Draw Down Wires to Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of a Draw Down Wire, then Customer's payroll and related services will be delayed or suspended. Customer shall is solely responsible and liable for properly funding its account and ensuring Kronos can effect a Draw Down Wire. For quarter end and year end reconciliation purposes only, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability

variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

- 4.4.2 <u>Funding Payroll Obligations via Direct Wire</u> In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as an exception. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that Draw Down Wires are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the Draw Down Wire. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and except to the extent arising from Kronos' gross negligence or willful misconduct, Customer is responsible for any claim made in relation with exception processing.
- 4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Draw Down Wire request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. All payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.
- 4.4.4 <u>Collection Account Testing.</u> Customer hereby authorized Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of a test Draw Down Wire transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s), which shall be tested as described in this Section 4.4.4.
- 4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all Draw Down Wire drawdown requests and standard ACH transfers received from Kronos and/or its agent, (b) promptly notify Kronos of any discrepancies between drawdown amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

- 4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.
- 4.6 If Customer defaults under this Section C, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Section C with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.
- 4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than three (3) Business Days after receipt or notification of availability.
- 4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Section C. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Section C by Customer.
- 4.9 Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Section C, and the WFR Terms, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be

reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

### Article 5. Warranty

- 5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non- conforming aspect of the Payroll Services.
- 5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Section C and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Section C). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the WFR Terms. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

### Article 6. Independent Contractor and Subcontractors

- 6.1 Kronos is acting as an independent contractor of Customer under this Section C. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Section C shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.
- 6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties.
- 6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection

with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is Kronos a fiduciary of Customer.

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

#### Article 7. Effects of Termination

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

## Article 8. Customer Responsibility

- 8.1 Customer is solely responsible for: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any WFR Terms, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. This Section 8.1 shall survive the termination of this Section C.
- 8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Section C. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may retain their own counsel at its own expense, subject to Customer's rights above.

## Article 9. Extent and Limitations of Liability

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION C AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH

DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

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

#### **ATTACHMENT 1**

#### **COVERED ENTITIES**

Company Name	FEIN	Address	City	State	Zip

#### ATTACHMENT 2: PAYROLL SERVICES PRICING EXHIBIT

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

1. W-2/1099 Filings

each \$

This fee covers the creation and submission of the electronic files for W2s at the federal and state level. There is no additional fee for printing W2 forms. This fee will apply to all records filed with the SSA each calendar year.

2. Fed Wire Fee

\$ per wire

3. State Wire Fee

\$ per wire

If a client submits payroll that requires federal and/or state taxes to be deposited the same or next day, an additional charge of \$ for federal and \$ for state will be incurred. This would typically only occur if the client has submitted or funded their account late and order to avoid tax penalties Kronos must cause the issuances of a wire for the payment to the tax agency.

4. "Applied For" Status of Tax Jurisdictions

\$/month

per account

When a company begins to withhold taxes for their employees in a new state/jurisdiction the company has to apply

to that jurisdiction for a tax filing ID number. They are allowed to file tax returns under an "applied for" status until they get their official tax id number. In the application on each of the tax codes, there is a box that can be checked called "Applied For Status" and the actual ID number field is left blank. Kronos will file returns under "Applied For" status but they charge a fee of \$/month until a tax ID number is obtained, because a lot of the work is manual and requires additional effort.

5. ACH Returns/ Notice of Change - 1st/EE account

\$

6. ACH Returns/ Notice of Change - 2nd if on same EE account

\$

7. ACH Returns/ Notice of Change – Additional occurrence if on same EE account

\$

This fee is charged when either an employee's direct deposit account number has been rejected by the bank and the funds cannot be applied to the account (ACH Return), or when there has been a change to the employee's direct deposit routing number or account number that was not updated in the system and the bank has to manually change the information to apply the funds (Notice of Change – NOC). In either case, KRONOS will charge a fee of \$ the first time it occurs for each specific employee direct deposit. If the client doesn't fix the account before the next payroll, and an additional notice from the bank is received, KRONOS will charge an additional \$. Thereafter KRONOS will charge an additional \$ for each notice received on the same employee account.

8. Off Cycle Payrolls

\$

Every scheduled payroll is included in the PEPM charge of \$. This would include the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled bonus payroll (done each quarter, etc.). Off cycle payrolls occur outside this process. These are usually done to fix errors in the current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or "one off" payroll runs. This fee does not apply to manual checks issued by the client.

9. Spilt Distributions

\$split

Pay Statements/Direct Deposit Vouchers can be delivered overnight to different locations for each EIN for no additional cost. The Split Distribution fees covers the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same EIN. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi weekly) into one package for distribution. That is not a supported delivery process.

10. Amended Returns \$ per amendment

Filing all applicable payroll federal/state/local tax returns as indicated in this WFR Terms is included in the base PEPM fee of \$. When adjustments are made to prior period payroll transactions that require Payroll Services to create a modified or "corrected" tax return to be filed with the taxing authorities, a fee of \$ will be incurred.

11. Mailing Individual Checks \$ per document

The preferred method of delivery is for each client to have their checks/direct deposit vouchers, W2s and 1099s to be delivered using the client's FedEx account to central location(s). If the client wants to have the employee's pay checks, direct deposit vouchers, W2s and/or 1099 statements delivered directly to their home address, this fee (\$) will apply to each form mailed through the USPS and is in addition to the applicable posted fees. KRONOS will guarantee that W2s/1099s will be mailed by January 28<sup>th</sup> of each year but cannot guarantee that delivery to the employee will occur by January 31<sup>st</sup> of each year.

12. 1095C Printing \$per form printed

Client's may request that KRONOS print their 1095C forms at the end of the calendar year. This will require an annual election and clients will be charged the fee above. Forms are only printed on pressure seal stock and shipped to the client for distribution to employees. Clients may also print the forms themselves directly from the Kronos system.

13. Payroll Rollback—after Payroll Submission Date \$ per request

Request initiated by client to rollback a payroll after a payroll submission deadline—each request.

14. Reopen Quarter End or Year End \$ per request

Request initiated by client to reopen a QTR End or YR End—each request.

15. QTR Filing – Inactive EIN's \$return each quarter.

If the client closes a business during the year and wants W-2's and year end processing completed this fee will apply. The \$ fee is for each quarter and each return filed with zero returns.

16. Quarter Closing Late Fee \$per day/per EIN

The client closes quarter after the contracted deadline.

17. Year End Closing Late Fee \$per day/per EIN

The client closes year end after the contracted deadline.

18. Reprint of W2 or 1099 reprinted

\$per form

Client requests reprinting of a W2 or 1099.

 W-2 Combined Reporting Print Service — \$ per Form 550 Base Fee +

Combined W2 forms as may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. IF so elected at the end of each calendar year, KRONOS will provide your W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the client's address unless regular mail is requested. Copies of the forms will not be available to employees in WFR Employee Self Service but will be provided to client in a separate file.

#### **General Kronos Attachments**





## **KRONOS PARAGON**

# An industry-best deployment that balances excellence and speed

When your organization invests in a workforce management solution, you expect a value-centric deployment that quickly delivers your desired business outcomes. With the traditional "waterfall" approach, it can take weeks or even months to build out a solution and get working software in your hands for review and testing. In today's competitive business environment, you can't afford to wait that long. That's why the Kronos Paragon™ approach is designed to streamline deployment of your Kronos solution in the cloud so you realize faster time to value than ever before. This proven deployment methodology combines innovation, deep domain knowledge, and nearly 40 years of experience working with thousands of customers across industries and geographies to drive business goals and accelerate return on investment.

Kronos Paragon is an iterative deployment approach that leverages best-in-class consulting expertise and proprietary technologies configured for your particular profile — industry, geography, and more — to guide you to smart decisions early in the process. Our methodology is constantly evolving to reflect technological advances, changing regulations, industry insights, and experience working with customers across the globe.

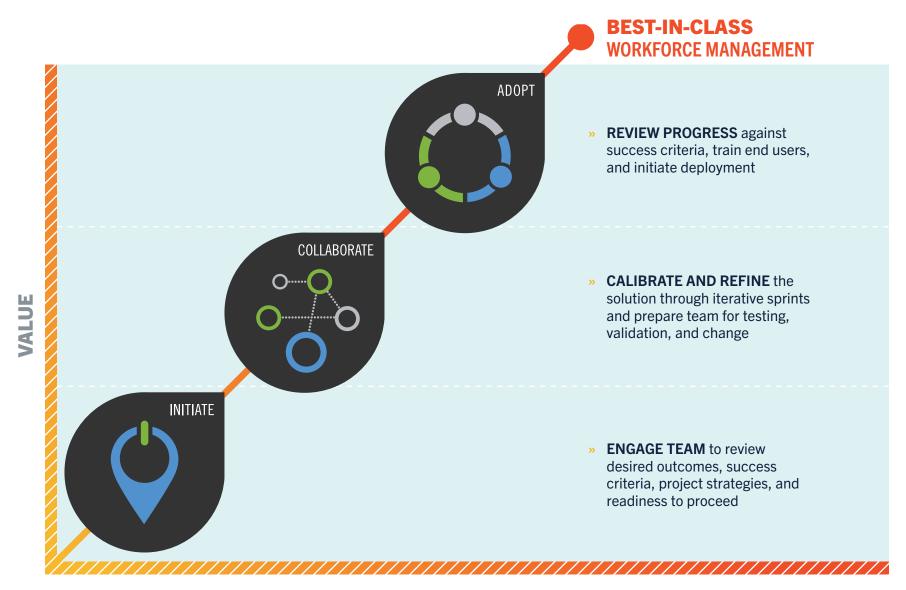
Kronos Paragon features collaborative tools and workspaces that accelerate processes, jump-start decision-making, and provide up-to-the-minute visibility into your project. As a result, you realize true value much sooner than you would with any other workforce management partner. We call this the Paragon effect, a model of deployment excellence.

### **Key Benefits**

- » REALIZE FASTER TIME TO VALUE with a unique deployment approach that combines unparalleled experience, innovation, best practices, and techniques
- » ACHIEVE BUSINESS OUTCOMES QUICKLY through collaboration and recommendations that focus on your project objectives and desired business outcomes
- SET HANDS-ON ACCESS to working software sooner for smarter decisionmaking and collaborative fine-tuning
- >> STAY UP TO DATE ON ALL ASPECTS
  OF YOUR PROJECT using the interactive
  online workspace and easy-to-understand
  system documentation
- » LEVERAGE ACCELERATED TESTING DATA SETS to speed up testing and validation
- PARTNER WITH THE RECOGNIZED INDUSTRY LEADER in workforce management software and services

### A better approach to deploying best-in-class workforce management

Kronos Paragon comprises three key phases designed to help ensure a fast, efficient rollout of your Kronos® solution for the experience you expect.





### INITIATE

# Set a strong project foundation by:

- » Defining customer-specific outcomes and success criteria
- » Beginning the iterative process of solution development
- » Preparing the project teams for collaboration



### **COLLABORATE**

# Drive cooperation among project teams using iterative techniques to:

- » Develop and deliver an outcomefocused customer solution
- Test and validate that the solution will meet customer needs and deliver immediate value



### **ADOPT**

# Prepare for solution delivery and adoption using:

- » Change management processes
- » End-user training programs
- » Proven launch guidelines

Go live with the customer solution

### **Experience a model of deployment excellence**

Kronos Paragon incorporates unrivaled industry expertise, proven recommended practices, and innovative tools and technologies to help ensure fast, successful deployment of your Kronos solution in the cloud:



#### ONLINE Workspace

A collaborative, interactive workspace, tailored to your desired outcomes, guides you through every aspect of deployment — from building your project team to preparing for collaboration, testing, change management, and rollout.

Easy online access to status reports keeps project team members up to date so your deployment stays on track.



## INDUSTRY CONFIGURATIONS

Pre-built industry-specific solutions are central to our value-focused deployment approach. By starting with a baseline solution, Kronos is able to present best-practice recommendations and deliver working software configured with your organization-specific business rules faster and more efficiently.



## DYNAMIC DOCUMENTATION

Comprehensive, easyto-understand system
documentation — written using
clear, straightforward language —
provides meaningful context
to help project team members
understand the solution's design,
capabilities, and operation,
and how the configuration
meets your workforce
management requirements and
desired outcomes.



## ACCELERATED TESTING

Clear strategic direction and thorough team preparation speed up testing and increase accuracy throughout the process. Accelerated data sets reduce the time required for testing and validation, while collaborative online workspaces allow project team members to view the status of testing at any time.

#### **GET THE EXPERIENCE YOU EXPECT — ONLY FROM KRONOS**

Ready to become a paragon of your industry? Take advantage of Kronos Paragon and realize true value from your workforce management investment in record time.

Visit www.kronos.com for more information.



Workforce Innovation
That Works™

kronos.com



# **Kronos Community**

#### Tap into deep experience and inspiring expertise

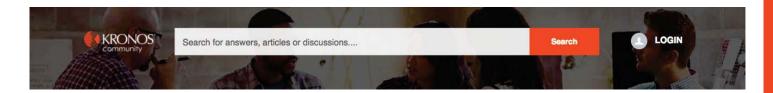
Welcome to the Kronos® Community! If you're a customer, partner, or product expert, this is the place for you. Looking to connect and collaborate with other Kronos users? Interested in help and training? Eager to share a great idea? The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case and accessing support easier than ever. Streamlined and searchable, the information you need is just a click away.

Thousands of members are already active, sharing product ideas, chiming in on valuable discussions, and collaborating with an engaged network of peers. So come on in — see who's here, and share your voice. Explore this comprehensive Community that we've designed with your workforce success in mind.

#### First-time users:

Coming to the Kronos Community for the first time? You'll need to register as a new user, even if you were a member of the now-retired Kronos customer portal.

To register and log in, visit <a href="https://community.kronos.com">https://community.kronos.com</a>, and click on the Login button on the top-right corner of your home page. Then, select Not a Member on the Login screen. Provide your solution ID, and fill in your identifying information. Within moments, you'll receive an email that asks you to set your password. Once you do so, you'll be good to go.





#### Not a Kronos customer yet?

We're happy to provide access to read-only content like how-to articles, Answers, and Discussions without your having to log in. Click the link above or go to https://community.kronos.com.



### **Highlights of the Kronos Community**

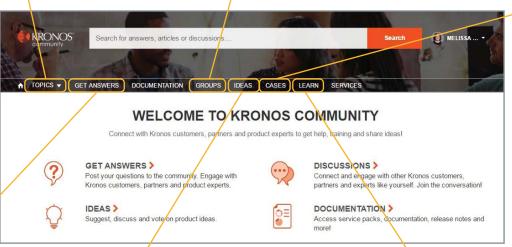
#### **Topics**

The Topics page is your go-to place for detailed, easily navigable product searches. For quick access to the product info you need, click Topics on the top left of the homepage, and then select your product subtopic. From there, type your search term into the global search bar and choose to search just that subtopic for the most relevant results. Plus, check out Featured Topics, prominently displayed on the homepage.

#### • Groups

Connect with Kronos customers, partners, and product experts in groups that are organized by product, industry, or special interest. With hundreds of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.





Creating a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. You can also add attachments to a case as you create it. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.

#### Search and Get answers

Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more. Or, to submit a question to Community peers, post it to the Get Answers section.

Have ideas for product or Kronos Community improvements? We're all ears. Add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.

#### Learn

Looking for Kronos training, thought leadership newsletters, and expert insight blogs? They're all here. This is also where you access Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™. which provides timely, high-quality information through Wolters Kluwer.

#### Still not convinced the Kronos Community is for you?

Take a quick tour to see it in action. Or check out a detailed walk-through webinar demonstrating how Community can help you collaborate, get quick answers to your questions, and tap into the full value of your Kronos solution.



**KRONOS**® Workforce Innovation That Works™

www.kronos.com



# Kronos InTouch Built for today's modern workforce.









# Intuitive. Integrated. Kronos InTouch.

Over the past 10 years, the worlds of workforce management and technology have fundamentally shifted — from tactical solutions to fully integrated, intuitive partners in your success. But time clocks, a fundamental tool used to track and manage the workforce, weren't keeping up with, well ... the times. *Until now.* 

The Kronos InTouch™ provides an unrivaled user experience that reshapes the way you think about — and the way employees interact with — your workforce management system. All through a simple touchscreen time clock designed to meet your needs of tomorrow, today.

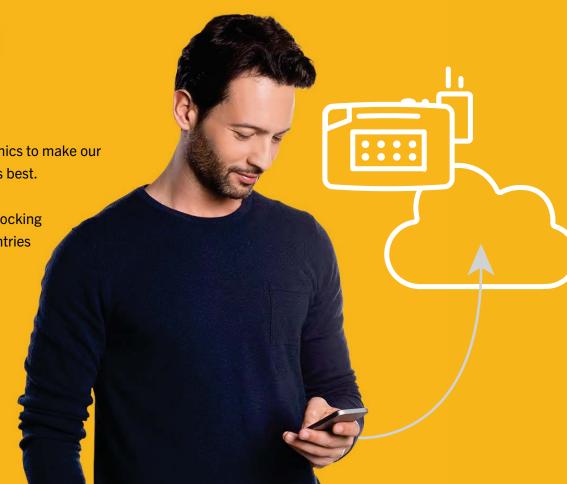
### Can it really be this easy?

# If the Kronos InTouch looks familiar, it should.

We've taken design cues from today's most intuitive consumer electronics to make our time clock easy for you and your employees to use. It's innovation at its best.

Even the basics of employee self-service have been simplified. From clocking in with a quick scan of a badge to selecting your language of choice, entries are instantly verified for accuracy. And with biometric identification capabilities, "buddy punching" can be prevented to help control labor costs associated with inflated payroll.

The modern design and simplicity of Kronos InTouch allows instant engagement and action through intuition. Which translates to faster employee adoption, less wasted time, and improved productivity. Simple? Yes. Too easy? Never.



### Ready to do more with integration that's seamless?

# Sometimes you can achieve more, **by doing less.**

The Kronos InTouch integrates seamlessly with your workforce management suite, allowing employees to easily check accrual balances, request time off, view schedules, and much more. Managers spend less time on administrative duties and more time on critical workforce tasks.

That same power of integration means Kronos InTouch is smart enough to know whether an employee is logging in or logging out, preventing unapproved time before or after scheduled shifts and potentially inaccurate punch records. Integration also means employees can view and confirm their timecards in real time. And with the Department of Labor's increased scrutiny of hourly employee records, InTouch becomes an important tool for recording employee time and defending against potential class-action lawsuits.

With seamless integration, InTouch provides real-time self-sevice and guided decisions that increase workforce productivity. Do more. Achieve more. All with an innovative time clock built for today's workforce.

#### Who said the clouds are out of reach?

# **Reach beyond your goals** and Kronos will be there to help you achieve them.

InTouch was designed for today's cloud computing environments, with device-initiated communications capabilities that allow the clock to work over the open internet and through firewalls. All while protecting your data using secure https communications. So if your goals are to get to the height of cloud technology, we'll help you get there.

Cloud applications demand secure devices that can be accessed anytime and from anywhere. And one of the most powerful and unique capabilities of InTouch is its ability to be monitored and controlled from a remote location. Voice over Internet Protocol (VoIP) phone support allows employees to quickly report a problem right from the clock so that a representative can then remotely monitor and control the device to troubleshoot and correct any issues.

Today's devices demand communication capabilities that keep information flowing. And to keep your business running efficiently. Even when you're in the cloud, you're never too far out of reach for InTouch.

Want to extend your capabilities beyond boundaries?

# **Promote productivity** with a tool that allows your team to work beyond boundaries.

Kronos InTouch extends your capabilities to improve productivity. It's built to be used as a multi-purpose tool that works for you 24/7, even when it's not tracking punches. Our time clock's open and secure Android®-based platform allows you to display virtually any content directly to the device at any time. Use InTouch to play a video message. Display a message from the CEO on the built-in screensaver. You're limited only by your imagination.

Use the embedded browser on InTouch to access information directly from your internal systems. Or build a native workflow. The flexibility of InTouch allows you to design special transactions that meet your company's specific needs. It's just one more way Kronos helps you improve the productivity of your frontline workforce.

Push your boundaries. Find out what a multipurpose time clock is capable of. The extensible nature of InTouch allows you to imagine where you want to go. And then takes you there.

#### Enrolled in the school of hard knocks?

# For over 30 years we've built a reputation for providing the industry's **most durable time clocks.**

We know your employees can be working in some of the toughest, grimiest environments out there. But your tough work environments are our classrooms.

We've taken what we've learned from our customers and built the InTouch to withstand more than a few hard knocks. Our InTouch design team has gone to great lengths to use only the most proven and durable technology.

We're not afraid to get down and dirty. We welcome the daily punishment your team can deliver. Rest assured we've built InTouch to meet your needs and perform flawlessly. For years to come.



















### **Key** Features

#### **Optional Wi-Fi capability**

Use Wi-Fi for faster and easier clock installations and to replace antiquated technologies that don't use Ethernet cables.

#### Large 7" touchscreen with wide VGA full-color LCD

A simple, intuitive, and unrivaled user experience that delivers an unprecedented level of functionality for faster adoption and improved productivity.

#### Real-time alerts at the clock

Notify employees of urgent items that require their attention when they punch in.

# Optional biometric identification and verification for increased payroll accuracy

Prevent employees from "buddy-punching," or take a leap forward in security. InTouch incorporates biometric technology to validate an employee's identity without easy-to-lose or forget badges or PINs.

#### Support for all major badge formats, including new smart card

You want choices? Select the InTouch model that works best for your organization.

#### Language selections support employee preferences

InTouch was designed from the ground up to be multilingual, with multiple languages supported simultaneously.

#### Slim-profile enclosure

While the touchscreen may be big, the terminal itself is anything but. Just like the powerful technologies we carry around in our pockets, it's durable and reliable, and yet easy on the eyes.

#### **Optional battery pack expansion**

Keep everything moving in the event of a power outage with the InTouch battery pack.

#### **Easy-to-understand LED indicator**

Using the badge technology of your choice, each punch is instantly processed and accompanied by an audible tone and a bright light indicator for quick interpretation.

## **Kronos InTouch Device** Specifications

User interface	7" color wVGA Rugged, 5-wire resistive touchscreen Multicolor LED indicator Speaker and microphone					
Available integrated readers and supported card technologies	Integrated bar code badge reader Integrated magnetic stripe card reader Integrated EM4102 proximity card reader Integrated HID proximity card reader Integrated HID proximity card reader Integrated HID proximity card reader  Integrated contactless smart card reader with support gies:  HID™ iCLASS™ HID™ Mobile Access® v HID™ iCLASS SE™ HID™ iCLASS™ Seos™ MiFare Classic MiFare DesFire EV1			-		
Communications	10/100 Mbps auto-sensing Ethernet with DHCP, https TLS 1.2, IPV4, and IPV6 support Optional wireless 802.11 b, g, or n 2.4 GHz with WPA, WPA2 Personal, and WPA2 enterprise security					
CPU type	TI OMAP 4460 Dual Core 1.2 GHz					
Memory size	2GB Micro SD Card, 512MB NAND Flash, 1GB RAM					
Power	100V–240V, 1.5A max, internal or external transformer Integrated Power Over Ethernet Plus (802.11at)					
Environment	Operating temperature: 0°–40° Celsius Storage temperature: -20°–70° Celsius Humidity: 10%–95% noncondensing					
Dimensions	10.75" wide x 6" high x 4" deep (standard configuration) 10.75" wide x 6" high x 2" deep (slim configuration)					
Enclosure	Rugged polycarbonate/ABS resin					
Shipping weight	5 lbs.					
Options	Touch ID and Touch ID Plus finger-based biometrics components External proximity reader External linear imager bar code scanner Backup battery Universal relay Wi-Fi and BLE adaptor					
Operating System	Android OS					

Kronos® is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works**™.

Put Kronos InTouch to work for you: +1 800 225 1561 | kronos.com/intouch





# **Equipment Support Services**

# Protect Your Kronos Time Clocks — and Your Peace of Mind

Don't let time clock downtime lower the return on your workforce management investment. Kronos Equipment Support Services is ready to help with complete Kronos time clock support for your solution — as much or as little as you require. Whether you need a replacement device sent to you overnight, can use a backup unit while we repair a faulty one, or simply want access to device software updates, there's an Equipment Support Services option that meets your unique needs.

With Kronos Equipment Support Services you can have confidence that your Kronos time clocks are both secure and fully up to date. Managers and employees can count on the devices working properly when they need them, and you can minimize disruptions caused by hardware problems.



# 

### **Key Benefits**

#### **DEPOT EXCHANGE**

- » Replacement unit shipped for next business day delivery
- Minimize the number of spare time clocks needed
- Includes access to equipment service packs

#### **DEPOT REPAIR**

- Cost-effective solution for those who keep their own inventory of spare time clocks
- » Includes access to equipment service packs

#### **DEVICE SOFTWARE MAINTENANCE**

- For those who choose to manage their time clock repair
- Includes access to equipment service packs

#### **Equipment Support Services Options**

#### **Depot Exchange**

If you experience time clock problems that can't be solved through remote fault isolation, for a speedy response to your emergency, Depot Exchange sends you a replacement on an advance exchange basis. You simply report the faulty time clock to your Kronos Support Services group and we'll send you a replacement time clock right away. If we can't resolve the issue remotely, we'll send you a replacement unit in exchange for the malfunctioning unit. This service option includes access to equipment service packs/firmware updates available on the Kronos Community.

"Having Depot Exchange as part of our contract has made managing 46 devices spread out around the country easy. I know that I can call anytime we experience a problem and get a replacement."

#### **Kronos Healthcare Customer**

#### **Depot Repair**

When time clock problems can't be solved through remote fault isolation, you can send us your device for repair. Depot Repair is a cost-effective maintenance service that helps to ensure continuity of your equipment. This service option assumes you maintain a small stock of replacement units and have the capability to swap out faulty devices. When you experience a time clock problem, simply report the faulty device to your Kronos Support Services group, and we will attempt to resolve the issue remotely. If the problem can't be fixed remotely, simply return the device to us for repair. We'll ship the repaired device to you within 10 working days of receipt at Kronos. A replacement unit is not provided with this option. Depot Repair includes access to equipment service packs/firmware updates available on the Kronos Community.

#### **Device Software Maintenance**

For those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates, Device Software Maintenance is an ideal choice. This service option lets you download equipment service packs from the Kronos Community to ensure that your time clock software is always up to date. This option does not include any repair or exchange services.

"It is hard to argue that a replacement clock being delivered within 24 hours is less than satisfying. Depot support is great."

**Kronos Hospitality Customer** 

#### Get the experience you expect

Kronos offers the domain knowledge and technical insight to recognize opportunities for improvement that will help unlock the full value of your workforce management solution. The easy-to-own workforce management solutions and services from Kronos make complete automation and high-quality information a reality and deliver the experience you expect.

The case was processed efficiently, with the end result that the time clock was sent in for repair, repaired, and returned quickly."

A Kronos Manufacturing Customer who used Depot Repair



# Kronos Technical Account Manager

### Your single point of contact for technical support expertise

The Technical Account Manager (TAM) is a senior-level technical resource assigned directly to your account, providing technical support expertise gained through years of experience supporting Kronos products and working in the software industry.

#### Among the services they provide:

- Facilitate rapid case resolution to maximize system availability and efficient business operations
- Offer insight into support issues experienced by other Kronos customers, helping you avoid the same situations
- Serve as your internal Kronos advocate, representing your interests so that your unique needs are met
- Conduct regular status calls to review issues lists
- Work with your team to keep the Kronos environment set for optimum efficiency

#### Frequently asked questions

#### Q: Does the TAM support other clients?

A: TAMs are dedicated resources for the customer, but not exclusive.

#### Q: How many customers does a TAM support?

A: A typical TAM supports five Kronos customers.

# Q: If I don't want to use the Kronos standard remote access tool (GoToAssist), will the TAM use our preferred method for remote access to our system?

A: Yes, this is another feature of the Premium Plus service. We support whatever method of remote access you require.

#### Q: Do I contact standard Global Support if my TAM is out?

A: No. Every customer with a primary TAM is assigned a backup TAM. Your backup TAM will be familiar with your environment and well-positioned to assist during those times when your primary TAM is unavailable.

#### Q: How many contacts can I designate to work with my TAM?

A: You may have five contacts from within your organization.

## The advantages of a TAM

#### YOU CAN LOG SUPPORT ISSUES VIA YOUR PREFERRED METHOD:

- Email or call your TAM directly
- Log tickets via our Kronos
   Community (Case Management)
- Your TAM is notified of incoming support tickets as soon as they are logged into the Kronos system

#### YOUR TEAM HAS TO EXPLAIN TECHNICAL ISSUES ONLY ONCE:

- No need to work through different tiers of support teams
- Additional technical resources will be brought in to resolve the issue as needed
- Your TAM gets to know you and your business so they are one step ahead of the problem-resolution process





# A Workforce Management Global Approach

# Drive standardization across your global workforce management environment

Global workforce management is a complex undertaking. Siloed business processes, disparate architectures, integration challenges, inconsistent training approaches, and varying organizational structures can stand in the way of implementing a centralized and unified workforce management program that spans your global operations. Without standardization, it can be difficult to support and maintain your workforce solution, drive process consistency and repeatability, and control administrative costs for maximum return on investment (ROI).

Whether you're deploying Kronos® Workforce Central® globally for the first time, expanding to multiple geographies, embarking on a standardization program, or simply looking to extend the value of your investment, a global approach can help. This engagement is designed to assess the current and future state of your workforce management program and provide a solution framework that aligns with your global footprint and enterprisewide strategic vision moving forward. And it helps drive standardization — to the greatest extent possible — across your workforce management environment to improve global visibility, achieve economies of scale, minimize compliance risk, and reduce total cost of ownership (TCO).

#### Scope and approach

This approach comprises a series of workshops, facilitated by your Kronos strategic advisor, to assess and/or define the following components of your global workforce management program:

- Process definition by role
- Foundational configuration elements
- Technical and integration strategies
- Education approach by geography

Your Kronos team, which includes a global program manager and a strategic advisor, works closely with your leaders to develop a global workforce management program framework, define governance, and support your

organization with effective change management strategies. The team members leverage their extensive industry experience and domain expertise to gather pertinent information and identify key opportunities, challenges, and risks. In addition, they apply best practices and make actionable recommendations to set you up for global workforce management success — even as you expand to new geographies.

# 

### **Key Benefits**

- » IDENTIFY AND ADDRESS GLOBAL RISKS and challenges up front to reduce future deployment costs and minimize rework
- » DRIVE STANDARDIZATION across global workforce strategies, processes, architectures, integrations, configurations, and educational materials
- DEVELOP A GLOBAL FRAMEWORK and strategic vision for timekeeping, forecasting, and scheduling to "future proof" your workforce management investment
- » ACCELERATE ROI with standardized processes, a streamlined deployment and support model, and effective change management initiatives
- » REDUCE TCO through centralized governance, simplified deployment, management, and support, and lower administrative costs across all geographies

The engagement focuses on those workforce management areas — time and attendance, forecasting, and scheduling — where standardization efforts can deliver the greatest value. With a comprehensive global framework in place to address business processes, roles and responsibilities, naming conventions, technical architecture, system configuration, integrations, and education strategies, you can achieve high levels of standardization right out of the gate. As a result, your organization can focus more time on meeting local legislative requirements and cultural mandates. The results? Faster global deployment, consistent end-to-end processes, and more cost-effective support and management.

#### **Engagement deliverables**

After working with key stakeholders to gather critical information, understand your business requirements, assess your current workforce management processes, and define a unified global workforce management framework, your Kronos team compiles and presents the following deliverables:

- Global business processes and roles: A detailed breakdown of the business processes and personas/roles within your workforce management environment, which helps drive consistency and repeatability across all global deployments
- Global parameters: A comprehensive description of organizational structure, reporting requirements, naming conventions, and other standards for timekeeping, forecasting, and scheduling, which addresses how the core solution will be configured and deployed to meet the global business process and role requirements
- User interface design: Clearly defined user interface standards, which help drive consistency in how users navigate functions, complete tasks, access information, and run reports within Workforce Central across geographies
- Education strategy: A repeatable training approach, including role-based curriculum, materials, and learning paths for each geography, which helps optimize adoption and proficiency

#### **Typical duration**

The Workforce Management global engagement typically takes about 10 to 12 weeks from initial meetings to final sign-off on the global framework.\* This time frame takes into account the client-side effort involved in defining governance, establishing agreed-upon processes, and mapping roles/personas to specific steps within each process. Build, reconfiguration, and integration work required to put the approved framework design in place falls outside the scope and time frame of this engagement.

\*This time frame represents an average based on our experience with engagements of this type with Kronos customers. The duration of your engagement may vary.

#### **Client participation**

Active client involvement, including executive-level sponsorship and support, is critical to a successful engagement. In addition to executive leaders, key client participants may include regional and global decision makers from human resources, payroll, finance, information technology, and operations as well as frontline managers and business analysts.

#### Partner with the trusted leader

Kronos is a leading provider of workforce management and human capital management cloud solutions.

Kronos Services provides a wide range of strategic services that help customers achieve smart value fast and accelerate return on their workforce solution investment — all while delivering the experience they expect. Learn more at <a href="www.kronos.com/">www.kronos.com/</a> services. **Kronos: Workforce Innovation That Works**™.

### **Workforce Dimensions Specific Attachments**





# **Workforce Dimensions**

Built from the ground up to manage the workforce of the future today

### **Welcome to the Future of Workforce Management**

Breakthroughs in technology affect nearly every dimension of our lives, from how we interact with friends to how we run our organizations. We are now more connected, collaborative, and dependent on information for better insight and outcomes than ever before.

With huge amounts of data passing through billions of devices around the world (and growing), the ability to stay connected and leverage these vast stores of data is redefining what's possible for today's organizations — from accessing new markets and developing new products to offering better customer service. And new innovations help meet these challenges.

Workforce management innovators are harnessing the power of evolving technologies in four key dimensions — **cloud, mobile, data science,** and **social** — to develop tools that increase productivity and drive better business outcomes.

However, despite all the ways in which new technologies are changing the way we work, there remains one constant: **people**. Organizational success depends on this invaluable resource — because the more new technologies expand our vision, the more we need an engaged workforce to make that vision a reality.

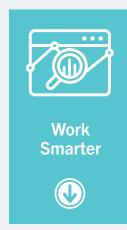
### That's why we created Workforce Dimensions.

In this guide, you'll learn more about this exciting advancement in workforce management and how you can engage and inspire your people to more fully realize your organization's goals.











# **New Dimensions in Work**

The automation of critical workforce processes such as timekeeping, scheduling, and leave management is still at the core of the most effective workforce management solutions. But to be future-ready, a new solution needs to leverage the latest smart technologies.

Based on our long history of delivering workforce innovation, **Workforce Dimensions™** represents the next generation of workforce technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: your people.

Supported by our decades of domain knowledge and powered by our industry-first **Kronos D5™ platform,** Workforce Dimensions provides a breakthrough employee experience and an unprecedented level of operational insight into your workforce management practices, allowing you to:

- Work in a Modern Cloud that leverages new technologies and works seamlessly with your existing systems
- Work Your Way to empower and engage your workforce from any place on any device
- **Work Smarter** by streamlining workforce management practices and providing insights for delivering better business outcomes





# Work in a Modern Cloud

A platform for the next generation of workforce management



It was clear in the earliest development of Workforce Dimensions that traditional platform architectures would not be sufficient to power its advanced capabilities. So we built one.

As the foundation of our future-ready solution, the Kronos D5 intelligent cloud platform delivers such industry firsts as:

- A **robust API and integration framework** that provides extensibility and simplifies integration with other systems with time-saving prebuilt connectors for people, payroll, accruals, and more.
- Artificial intelligence that drives smart, predictive solutions, including powerful k-means clustering algorithms to identify compliance risks in real time, and market-leading machine learning applications that dramatically improve forecast accuracy.
- Blazing fast **in-memory cloud computing** that offers immediate insight into critical cost, compliance, and productivity metrics by delivering real-time computations at massive scale.
- A **flexible domain model** based on decades of workforce management experience that provides flexibility and consistency across the suite to help you solve even the most complex business problems from anywhere in the application.
- A **unified information architecture** that gives you complete data access for ondemand reporting and analysis with no need for special technical expertise.

In addition, Kronos D5 powers Workforce Dimensions in the Google public cloud, leveraging Google's substantial investments in global infrastructure, security, and ongoing innovation.



# **Work Your Way**

### The functionality you need, when and where you need it

Today's multigenerational workforce expects a personalized technology experience that helps them be productive and engaged during their workday — and it needs to be as familiar and intuitive as the applications they use outside of work. Workforce Dimensions delivers:

- A consumer-grade experience for your entire workforce through an attractive, intuitive user interface and easy personalization. The system allows you to get the data you want, exactly how you want it. You can follow employee information through each application and make changes at any point, and perform the most frequent workflows with a minimum number of clicks.
- The ability to **work anywhere on any device**, thanks to a mobile-first responsive design standard that lets you transition seamlessly from desktop to tablet to phone.
- Collaborative scheduling that gives employees and managers more input into and control over how their schedules are built. Employees can set work preferences using an intuitive map interface and other familiar visual cues; managers can create best-fit schedules and easily navigate challenges such as aligning labor to demand and balancing workload.
- Timekeeping for salaried employees that simplifies tracking of duration-based, project-based, and nonworked time for professionals and adds convenient calendar integration with Microsoft Outlook.
- The ability to meet industry-specific requirements to help you reach your specific objectives for productivity, compliance, cost control, and employee engagement.





# **Work Smarter**

### Predictive capabilities to better anticipate needs and issues

Workforce Dimensions can help solve some of your most critical workforce management issues by providing proactive insights and recommendations before potential issues negatively affect engagement and the bottom line. It has the predictive capabilities you need to make smarter, faster business decisions.

#### Workforce Advisor: The personal digital consultant for the workforce

Workforce Advisor brings the intelligence of consumer technology to workforce management. It automates routine, time-consuming manager decisions by aggregating data across multiple sources, analyzing that data, and acting on it. And the system is designed to constantly learn and improve to help solve increasingly complex problems for managers each day.

#### Real-time compliance management that helps prevent problems before they happen

Workforce Dimensions provides visibility into potential compliance risks with real-time projections that predict possible violations before they occur, automatically helping to keep your organization in regulatory compliance — and freeing up valuable time for managers.

#### Analytics: Now anyone can be a data scientist

Real-time KPIs are as simple as turning on the ones you want and having the system calculate them immediately — with no long implementation times or learning curves. Workforce Dimensions Dataviews allow you to access and analyze data by employee, organization, and project using easy Excel-like functionality. You can sort, filter, group, and calculate data to discover trends and visualize using charts and graphs displayed right in the Dataview.

#### Forecasting so accurate, your schedules will be close to perfect

Workforce Dimensions applies machine learning via the powerful Kronos D5 platform to analyze historical trends, learn from that data, and constantly update the system to provide more accurate and efficient forecasting and scheduling. Predict sales and labor with unprecedented accuracy with schedules that provide optimal coverage — helping to control costs, improve customer service, and drive your business.



# **Customer Success**

### Committed to ensuring Workforce Dimensions meets your needs

Delivering an outstanding customer experience that's **proactive**, **personal**, and **proven** is our number one priority at Kronos. So when you implement a Kronos® solution, you get our Customer Success promise that we won't just send you off into the sunset with a map and a "good luck!" We'll guide you to workforce management success, and then hop in the passenger seat to make sure you stay on track, informed, and empowered to move forward with everything you need to succeed.

**Kronos Standard Success** is our benchmark customer success plan that is included with your product license and provides the coverage, resources, and reporting you'll need to optimize productivity and performance, including:

- 24/7 support for infrastructure outages: Always-on maintenance for application availability and outages
- Kronos Community access: Self-solve issues, access Knowledgebase articles, and open support cases
- Local Time Zone Support: 8-5 callback support and two-hr email response time to cases M-F
- In-Context Support: Screen-specific, built-in product assistance
- Kronos KnowledgeMap<sup>™</sup> Learning Portal: Access to self-paced eLearning and webinars
- Access to Customer Success: Partner with an industry-specific advocate and advisor who will help you achieve your desired business outcomes
- Customer Health Monitoring: Evaluate customer experience metrics so Kronos can proactively identify and address potential issues
- Success Reporting: Automated success dashboard provides usage data and success tips

"Workforce Dimensions has enhanced our Housing & Dining services employee experience. It's easy to use, helps improve compliance, and facilitates better decision making."

# WORKFORCE DIMENSIONS...



#### Every dimension is designed to help you optimize your most valuable resource

Kronos has a long history of delivering workforce innovations that help organizations manage technological change and shape their future of work, making us uniquely qualified to envision next-generation solutions that leverage new dimensions in work. *And it is this vision on which Workforce Dimensions is built.* 

Whether your goals are to increase productivity, improve compliance, control labor costs, or achieve better business outcomes through engaged employees, you can rely on Kronos more than any other vendor to help manage your workforce. And with Workforce Dimensions, you now have the technology tools you need — built on the vast power of evolving technologies — to manage your workforce of the future today.

"Workforce Dimensions delivers a modern, intuitive, mobile-first SaaS experience, which we believe will empower managers and employees in our fulfillment center and 450 stores to make better, faster business decisions — ultimately providing a better experience to our customers."

Connie Fumich, director of IT Things Remembered

Put Workforce Dimensions to work for you:

+1 800 225 1561 kronos.com/workforcedimensions





#### **Workforce Dimensions**

# **Salaried Timekeeping**

### A Professional and Efficient Solution Designed for the Salaried Worker

Today, many salaried workers who need to report their time must use an hourly timecard that is far more feature-rich than they need for their daily tasks. The Workforce Dimensions™ timekeeping solution is built specifically for employees who need to track time so they can get in and out of the system as quickly as possible.

### **Key Benefits**

#### » CONTROL LABOR COSTS

- Automatically apply work and pay rules to reduce payroll inflation
- Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks

#### » MINIMIZE COMPLIANCE RISK

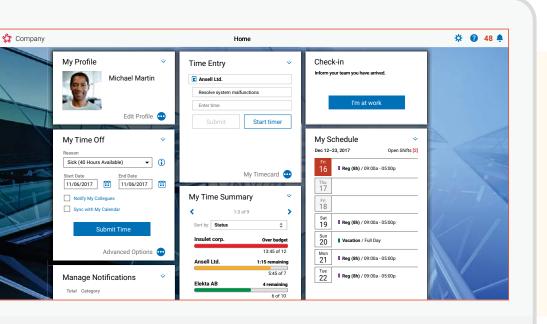
- Centrally enforce regulatory guidelines such as FLSA, FMLA, and ACA
- Provide accessibility that meets WCAG 2.0 Level AA guidelines

#### » IMPROVE WORKFORCE PRODUCTIVITY

- Automate and streamline time-consuming administrative tasks
- Gain real-time visibility into workforce data for improved decision making

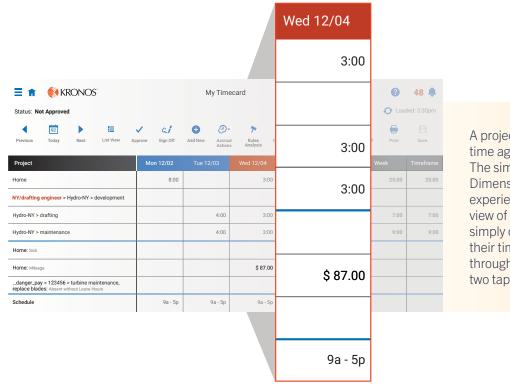
#### **» ENGAGE EMPLOYEES**

- Built responsively and device-agnostic so employees can access their projects anywhere on any device mobile or tablet
- Salaried-specific timecard allows users to get in and out of the system quickly



Workforce Dimensions
Timekeeping provides a
personalized home screen
for salaried workers where
they can view and access the
information relevant to their
jobs. Employees can check in to
work instead of punching in on
a device. They can also access
their project timecards, report
time out of office, and manage
any notifications right from their
home screens.

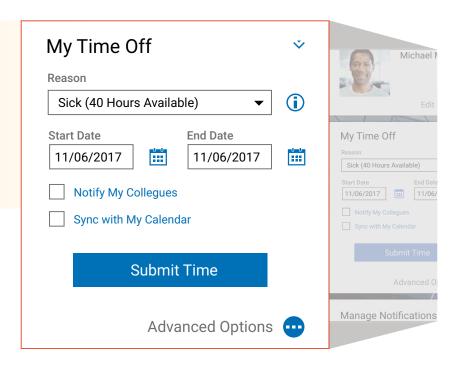
### **Project Tracking View | Single Screen Experience**

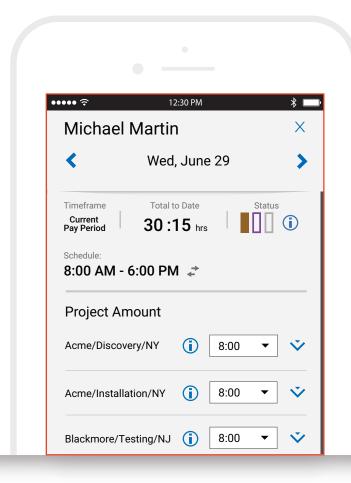


A project-tracking view makes entering time against projects a breeze. The simple and intuitive Workforce Dimensions Timekeeping user experience provides a project-centric view of work so salaried workers can simply choose the project and enter their time. No complex data to sort through — it can all be done in one or two taps.

### **Project Tracking View** | Microsoft Office Integration

The project-tracking view also captures nonwork time such as vacation and sick time. And with Microsoft Outlook integration, employees can inform both the system and their team when they're out of the office. Outlook integration allows them to notify colleagues, block their calendars, set out-of-office messages, and more.





Professional workers can access the features of their desktop project timecards right on their mobile phones for an experience so easy they may forget they're working on their timecards!

Employees in the field can enter time on site when the work is done, instead of waiting to get back to the office, for improved accuracy.

#### **About Workforce Dimensions**

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage the workforce can bring to your bottom line. That's why we developed **Workforce Dimensions** — a new solution that reimagines what's possible in modern workforce management and human capital management technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.

Put Workforce Dimensions to work for you:

+1 800 225 1561 | kronos.com/workforcedimensions



Workforce Innovation That Works™



# **Hourly Timekeeping**

### Automate Time and Attendance Tracking for Bottom-Line Results

Your organization's most valuable asset — labor — is also its most controllable expense. Yet relying on manual, semiautomated, or disparate systems to track employee time and attendance could make it difficult to manage labor expenses or gain visibility into costly trends and activities.

The Workforce Dimensions<sup>™</sup> Hourly Timekeeping solution is built specifically for reducing payroll errors and costly overtime for hourly employees. It helps improve workforce productivity by reducing manual, time-consuming administrative tasks so your staff can focus on more value-added activities.

## **Key Benefits**

#### CONTROL LABOR COSTS

- Easily view timecards and see exceptions such as missing, early-in, and late-out punches
- Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks

#### » MINIMIZE COMPLIANCE RISK

- Centrally enforces regulatory guidelines such as FLSA, FMLA, and ACA
- Provides accessibility in accordance with World Wide Web Consortium Accessibility Guidelines (WCAG) 2.0 Level AA to improve overall usability for employees with changing abilities

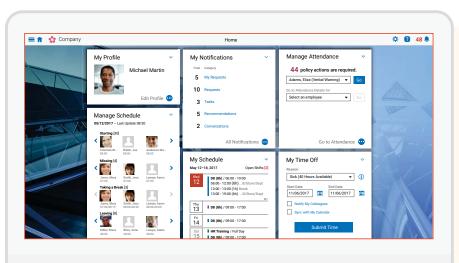
#### » IMPROVE WORKFORCE PRODUCTIVITY

- Automate and streamline time-consuming administrative tasks
- Improve decision making with real-time workforce data visibility, including Dataviews and reports

#### » ENGAGE EMPLOYEES

- Built responsively, device-agnostic, and optimized to deliver features across mobile and tablet for use anywhere
- One-click actions allow users to perform simple tasks quickly

## View critical information at a glance



Workforce Dimensions Hourly
Timekeeping improves the efficiency
of major workflows. Users can
accomplish frequent tasks in one
click directly from the home page.
On the home page is a personalized
home screen where users can see
and access the information relevant to
their daily jobs, such as punch in, edit
and approve time, and report time out
of office, and manage any notifications
directly from the screen.

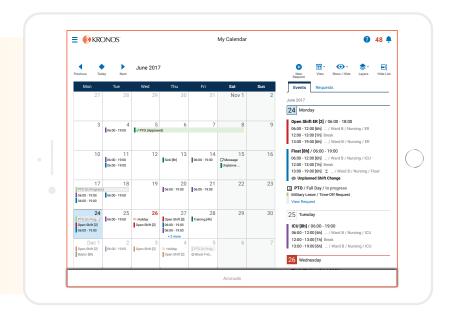
### See relevant information in a familiar format

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+	•	Fri 09/08/17		8:00am - 4:00pm		8:00am	4:00pm		Sick			8:00	8:00
+	ŵ	Sat 09/09/17		8:00am - 4:00pm		8:00am	4:00pm					8:00	8:00
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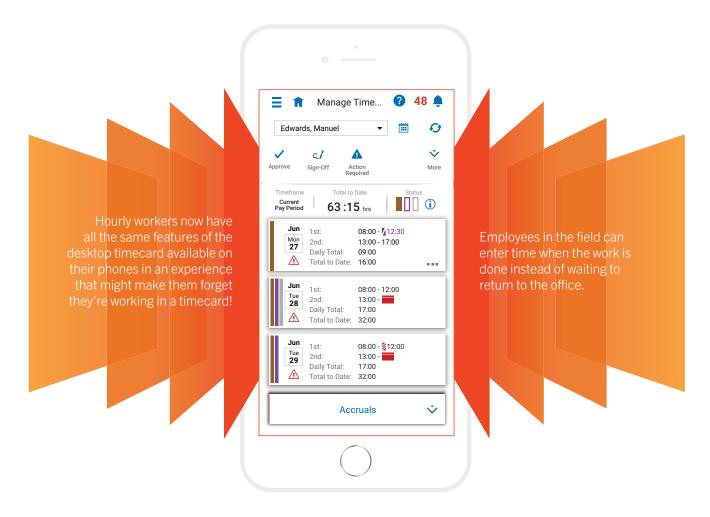
Hourly Timekeeping allows employees and managers to view critical information at a glance via a flexible, intuitive interface. Eliminate exceptions and reduce the time users spend managing timecards. Ensure fewer payroll errors with ways to view accruals, weekly totals, exceptions, and transfers all in one place.

## Responsive design enables use on any device

Workforce Dimensions provides an engaging experience for employees. They can see all shift, holiday, and time-off information in one place. Employees can also view their schedules for the week, month, or year with easy access to detailed daily shift information. Team planned and approved absence information makes it easier to request time off, and employees can make those and other scheduling requests directly from the calendar.



## Mobile access for managing timecards anywhere



#### **About Workforce Dimensions**

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage that the workforce can bring to your bottom line. That's why we developed Workforce Dimensions — a totally new solution that reimagines what's possible in modern workforce technology. Every dimension — the underlying technology, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.

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Workforce Innovation
That Works™



# **Scheduling**

### Create Schedules that Satisfy Employees and Deliver Bottom-Line Results

Trying to schedule a diverse workforce using spreadsheets and semi-automated systems too often results in overstaffed shifts, shorthanded rushes, excessive overtime, employee disengagement, and even compliance issues. How can you schedule the right person with the right skills in the right place at the right time without overspending your budget or burning out your employees?

The Workforce Dimensions<sup>™</sup> Scheduling solution takes the guesswork out of scheduling to help your organization control labor costs, minimize compliance risk, improve workforce productivity, and increase employee engagement.

## **Key Benefits**

#### » CONTROL LABOR COSTS

- Align staff coverage with fluctuating business demand and minimize wasteful overstaffing and unanticipated overtime pay
- Project actual hours worked in real time and make proactive schedule adjustments using alerts

#### » MINIMIZE COMPLIANCE RISK

- Enforce company policies, labor laws, and union rules through automated schedule generation
- Avoid safety violations by scheduling employees with the right skills and certifications for the job

#### » IMPROVE WORKFORCE PRODUCTIVITY

- Ensure employees get enough rest between and during shifts so they don't burn out
- Schedule effective teams with a mix of employee skills and experience

#### >> INCREASE EMPLOYEE ENGAGEMENT

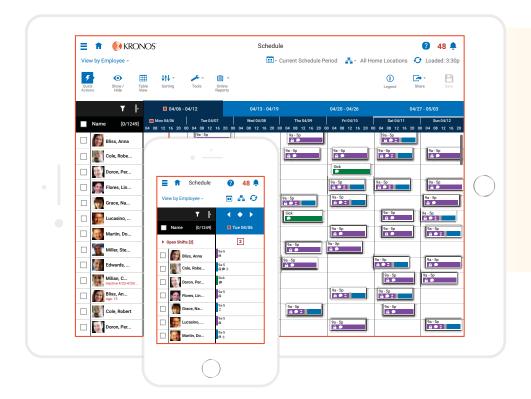
- Empower employees with complete self-service capabilities on any device, anywhere
- Allow workers to define shift preferences and availability

### **Easily manage employee schedules**



The consumer-grade home screen experience lets managers easily see who is arriving, leaving, absent and on break. The Manage Schedule tile provides a quick view of staff status and allows you to navigate to deeper detail when needed.

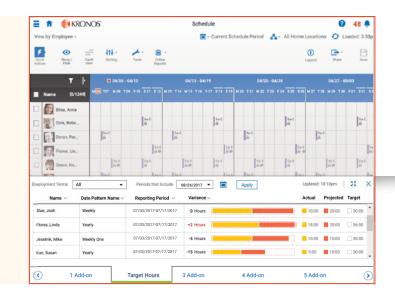
### **Convenient mobile access**



The Workforce Dimensions mobile-first, responsive design lets you perform all scheduling and staffing capabilities on any mobile device. See who's coming into work, who's absent, and who may be available to cover a shift in an instant right from your smartphone.

## **Analyze trends and projections proactively**

The system features numerous schedule metrics that can analyze trends and projections before problems arise and provide detailed productivity measurements that proactively identify schedule inefficiencies. Here you can see visual indicators that depict Target Hours by employee. For workers with employment terms, the Target Hours metric helps you track and course-correct the difference between actual and target hours.



## **Gain real-time staffing visibility**



Workforce Dimensions Scheduling provides staffing coverage visibility in real time. Overand understaffing can be analyzed numerically or graphically for making smarter staffing adjustments in the moment. Ensure you have the right number of employees in the right job roles at the right time to cover anticipated workload. And this valuable coverage information can be easily viewed within the main schedule view.

Available Packages							
Basic scheduling	Scheduling	Advanced scheduling					
For simple schedule creation, viewing, and edits	+ Visual indicators for filling shifts and metrics to guide decisions	+ Intelligence, automated engines, rules, and coverage					
Automation							

#### **About Workforce Dimensions**

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage that the workforce can bring to your bottom line. That's why we developed Workforce Dimensions — a totally new solution that reimagines what's possible in modern workforce technology. Every dimension — the underlying technology, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.

Put Workforce Dimensions to work for you:

+1 800 225 1561 | kronos.com/workforcedimensions



Workforce Innovation
That Works™



# **Absence Management**

### An Easier Way to Manage Attendance, Leave, and Accruals

A recent survey<sup>1</sup> conducted by the Society for Human Resource Management found that the total financial impact of paid time off as a percentage of payroll is up to 22 percent. This number represents direct costs associated with paying absent employees and staff replacement workers, as well as indirect costs such as lost productivity.

The same study² determined that unplanned absences such as sick time, late arrival, early departure, and extended breaks reduce productivity by as much as 6.7 percent of payroll. Undeniably, the costs of employee absence are both real and measurable at your organization. But there is good news — the cost of absenteeism and its effects on productivity can be controlled with Workforce Dimensions™ Absence Management.

## **Key Benefits**

#### » CONTROL LABOR COSTS

- Employees can request leave and open leave cases on their own
- Real-time accrual balances and streamlining leave-of-absence processes prevent ineligible paid time off

#### » MINIMIZE COMPLIANCE RISK

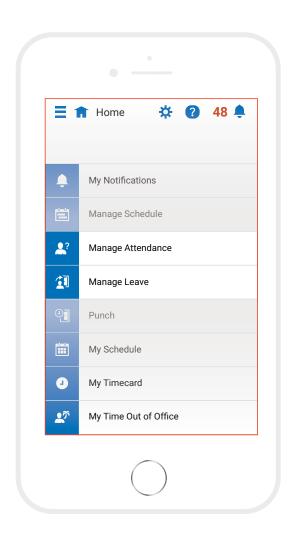
- Autotriggering configured rewards or disciplinary actions make attendance management fair and objective
- All events associated with disciplinary and reward scenarios are tracked and logged in detail for compliance and backup

#### >> IMPROVE WORKFORCE PRODUCTIVITY

- Out-of-the-box reports give managers complete visibility into attendance and leave data
- Employees and managers can make leave edits and add leave time through the schedule

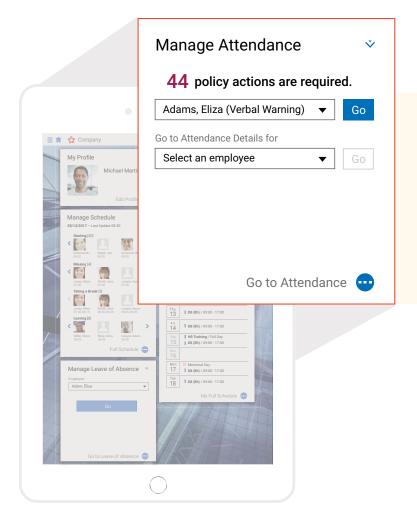
#### **» ENGAGE EMPLOYEES**

- Employees can edit signed-off periods up to 72 hours after sign-off
- Documents may be attached and leave cases opened or edited on a mobile device



<sup>&</sup>lt;sup>1</sup>Society for Human Resource Management, *Total Financial Impact of Employee Absences in the U.S.* (2014, sponsored by Kronos Incorporated), at 3. <sup>2</sup>Ibid., at 11.

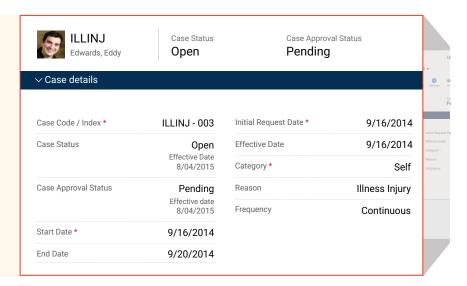
### **Attendance**



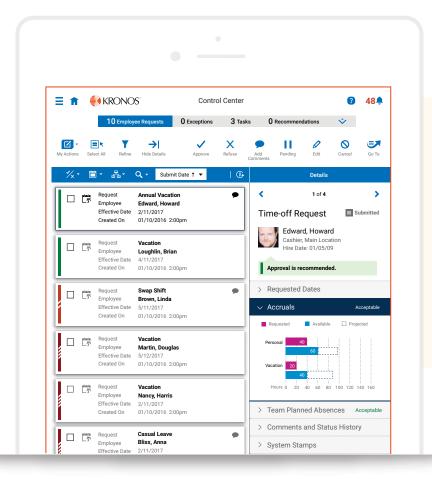
Workforce Dimensions Absence Management gives your executive team and leaders the visibility they need to accurately measure the cost of absences and understand what drives absenteeism. It gives frontline managers visibility and insight into patterns of employee attendance, enabling them to focus on employees with attendance issues. It also allows managers to be proactive in reducing the direct and indirect costs associated with replacement workers and excess overtime.

### Leave

The Absence Management solution standardizes and streamlines administration and enforcement of organizational, local, state, and federal leave policies, including the Family and Medical Leave Act, for which noncompliance can put your organization at risk for costly fines and lawsuits. The solution allows you to control the abuse of intermittent leave time — and eliminates error-prone manual tasks so you can maintain current, accurate, and consistent employee leave records.



#### **Accruals**



Time-off policies are automatically enforced in Absence Management — consistently and accurately — to virtually eliminate potential abuse by employees and ensure that policies are applied fairly across the organization.

Managers have a single point of access within the Workforce Dimensions suite to manage accruals, which is fully integrated with the timekeeping solution to improve payroll team productivity. This effective accrual management lets employees take their earned time off and helps management better understand their organization's leave liability.

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Workforce Innovation That Works™



# Workforce Dimensions and analytic.li

#### Features/Benefits

- Empower Workforce Dimensions users to confidently provide data-driven strategic direction to leadership
- » Make decisions based on well-presented data, not intuition, to allow for both quick assessment and in-depth exploration
- » Better manage talent to drive business outcomes
- » Identify how human capital strategies impact your business
- Predict future talent, financial, and workforce planning needs

Every aspect of the **Workforce Dimensions**™ solution — the underlying architecture, integration, user experience, functionality, data access, delivery, and support — is designed to help you optimize your people. Powered by the industry-first **Kronos D5**™ **platform**, Workforce Dimensions provides a breakthrough employee experience and an unprecedented level of operational insight into your workforce management practices. Whether your goals are to increase productivity, improve compliance, control labor costs, or achieve better business outcomes, Kronos® provides the technology tools you need to manage your workforce of the future, today.

As the enterprise leader in workforce management applications, Kronos understands the need for strong integrations between software applications. That's why we've built a robust developer portal with access to our API layer. The Workforce Dimensions Technology Partner program is designed to facilitate this interoperability and drive business results.



Kronos is partnering with analytic.li, an SaaS analytics platform that's tailor-made to meet the workforce and human capital management analytics needs of HR professionals. analytic.li's enterprise-grade solution provides customers with the ability to make data-driven people decisions. Focused on best-practice talent and business metrics, analytic.li capitalizes on the high-quality data foundation that Workforce Dimensions provides and guides you to specific, relevant insights. Our suite of dashboards displays key performance indicators of interest to stakeholders — such as workforce management, talent acquisition and retention, payroll, and benefits — across your organization by providing them with the ability to visualize the data and drill deeper. These cost-effective, cloud-delivered dashboards are tuned to match your organization's specific needs during onboarding — and analytic.li experts ensure relevant views for your stakeholders' requirements.

Our dashboards include an Executive Overview, which gives decision-makers information on both workforce management and human capital management analytics. Deep insights start with a high-level picture of what's important. Our Executive Overview dashboard puts all the core business metrics you need in one central location to tie employee information to business results. This is an invaluable, quick reference for CHROs and other leadership team members to get a pulse on and refine talent strategy.

Users of Workforce Dimensions' timekeeping, scheduling, and leave management modules can quickly gauge:

- Budget vs. actual hours worked, and the impact this has on labor expenses
- Proper utilization of resources to help achieve company goals
- Occurrence of overtime, and how to plan moving forward
- Exception occurrence and how to maximize workforce resources

#### Our workforce management dashboards

Workforce Planning: Scheduling is a complex exercise even at its most basic levels, and it requires constant fine-tuning based on verified analyses. Your organization's operations teams, both within HR and in different business units, can use the Workforce Planning dashboard to keep up with staffing patterns across the organization, assessing scheduling strategy and evaluating departmental needs while anticipating any challenges to meeting workforce demand based on comparisons to trends from previous years.

Time and Labor Management: Many factors contribute to labor expenses, and it's important to have a clear picture of which ones impact your organization the most. With the Time and Labor Management dashboard, your organization's line managers can evaluate all the components related to their labor expenses and analyze the elements that can affect them most, including overtime, seasonality, and shifting the workforce to meet deadlines.

Users of Workforce Dimensions that also utilize human capital management modules gain further insights into:

- Understanding where your recruitment efforts are best spent
- Determining where your employees are coming from and which are choosing to stay
- When and why people leave

#### Our human capital management dashboards

Human Capital Investment: Building a successful human capital investment strategy requires having the necessary data to make financial decisions that strike a balance between employee engagement and efficiency. The Human Capital Investment dashboard gives your organization's finance department the tools to dig into human capital investment trends and analyze investment costs, find areas of success, and identify opportunities for better management.

**Talent Overview:** Effective recruitment efforts rely on comparison to and synchronization with existing talent. The Talent Overview dashboard helps HR professionals understand the demographic and geographic distribution of their workforce and evaluate their talent acquisition strategy, allowing them to both maintain the talent they have and bring on the best new resources.

Wage and Benefits: To achieve balance between ensuring fair compensation and delivering desired business outcomes, you need to conduct an ongoing exploration of your data to isolate the variables that impact change. With the Wage and Benefits dashboard, you'll know whether your compensation strategy is fair and incentivizes behaviors that drive positive business outcomes.

analytic.li helps you maximize your HR team's strategic impact through analytics options made to fit your needs. Reach out today to get started. For more information on our partnership with Kronos and how analytic.li can help your organization, please contact <a href="mailto:sales@analytic.li">sales@analytic.li</a>.





### Focus on people — not paperwork and processes

Human resources (HR) professionals continue to take on a more strategic role as organizations seek to attract and retain top talent, develop and engage the workforce, and more effectively manage the employee lifecycle from pre-hire to retire. Too often, however, manual processes and time-consuming administrative tasks associated with managing employee data, benefits, and compliance can keep HR leaders from focusing on initiatives that boost workforce productivity, improve employee engagement, and drive better business outcomes.

Workforce Dimensions™ HR, part of the unified Workforce Dimensions human capital management (HCM) platform, automates core HR functions such as onboarding and benefits management while providing a single database that stores and tracks all employee data in one location. Automated workflows, configurable forms and reports, and real-time access to accurate, consistent employee information help reduce administrative workload and minimize compliance risk. What's more, the Workforce Dimensions suite offers optional modules for talent acquisition, performance management, and compensation planning for a fully integrated, end-to-end HCM solution that lets HR leaders focus on people — not paperwork and processes.

#### Automate processes for a paperless HR environment

Workforce Dimensions HR automates core HR functions and stores all employee records in a single, common database. This unified platform eliminates the need for duplicate data entry, freeing HR staff to focus on developing and nurturing employees. Easy-to-use tools and reporting help you manage compliance with ever-changing labor laws and regulations. Role-based web and mobile self-service empowers employees and managers to view and update information at their convenience. And real-time access to consistent, up-to-date personnel information helps HR leaders improve the employee experience and drive engagement.

You can further streamline administration by creating your own processes for HR Actions such as New Hires, Rehires, Terminations, Job Changes, Salary Changes, and Transfers. For optimal flexibility, you can specify effective dates, configure actions to be initiated by managers or employees, and even tie them to an automated approval workflow.

## **Key Benefits**

STREAMLINE HR PROCESSES with a paperless system that eliminates duplicate data entry and error-prone manual tasks so you can focus on your people

- » HIRE BEST-FIT TALENT with an optional talent acquisition solution that provides a positive applicant experience and makes it easy to source, track, and evaluate top candidates
- » SIMPLIFY BENEFITS MANAGEMENT for multiple plan types with selfservice tools and instant visibility into enrollment status, eligibility, and costs across the employee base
- » DRIVE EMPLOYEE ENGAGEMENT with talent management solutions that help you develop, reward, and retain a high-performing workforce
- » EMPOWER EMPLOYEES AND MANAGERS with role-based selfservice that lets them view and update information at their convenience
- » IMPROVE HR DECISION MAKING with real-time access to accurate, consistent employee data

#### Source, evaluate, and track best-fit candidates

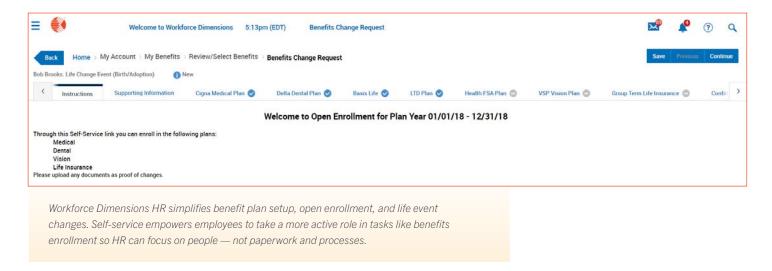
In today's competitive job market, optimizing recruiting and hiring processes is critical for attracting top talent. The optional Workforce Dimensions Talent Acquisition module simplifies creation of job requisitions with automated approval workflows. You can proactively source candidates by posting job listings to your career website and 8,000+ free job boards as well as leveraging premium, fee-based job board integration. The solution makes it easy to create a positive applicant experience that reinforces your brand and lets candidates search for jobs, upload resumes, and apply online. Automated notifications and configurable email communications drive pre-hire engagement for more effective recruiting, and dashboards deliver at-a-glance visibility into key hiring metrics as well as other strategic insights.

#### Onboard new hires quickly and effectively

A successful onboarding process helps new hires feel welcome and become effective contributors as quickly as possible. When applicants are hired, their online information flows seamlessly from the optional Workforce Dimensions Talent Acquisition module into the Workforce Dimensions HR employee record. The solution generates a configurable onboarding checklist with task assignments and time frames so you can track the process from start to finish. Automated reminders keep onboarding steps — from submitting custom forms with electronic signatures to self-enrolling in benefits plans to completing orientation workshops — moving forward for a smooth transition that optimizes new-hire engagement and accelerates time to productivity.

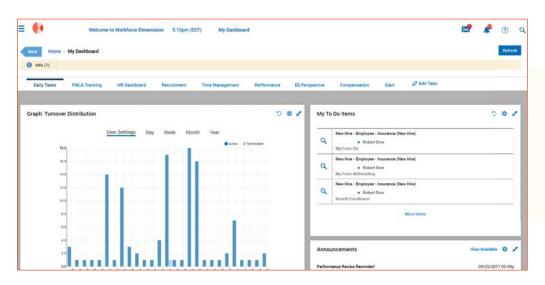
#### Streamline benefits enrollment and management

Benefits administration can be a complex and time-consuming process, both during open enrollment and throughout the year. Workforce Dimensions HR enables you to set up, configure, modify, and manage multiple benefit plan types — quickly and easily — with on-demand visibility into eligibility, enrollment status, and costs across the employee base. It's also simple to modify the solution's standard benefits reports to meet your organization's specific requirements. Self-service tools empower employees to select plans and make life event changes on their own, increasing engagement and reducing HR's administrative workload.



#### Stay on top of employee development

Track employee skills and certifications with customizable reports that show who needs training and when they need it. Workforce Dimensions HR enables you to define training courses, assign employees, and track completion. You can even schedule internal classes, monitor open seats, and report on participation and results to improve employee engagement and development.



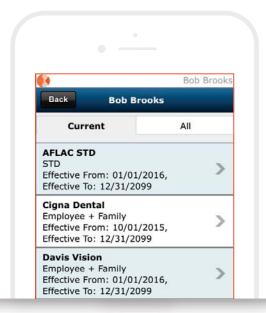
Configurable dashboards and reports provide real-time access to accurate, consistent employee data, giving HR professionals the organizationwide visibility and insight needed to drive better decision making.

#### Optimize employee engagement and performance

Drive employee engagement and productivity with momentum building performance management capabilities. The optional Workforce Dimensions Performance Management solution delivers performance development tools that support continuous performance feedback, making it easy for managers to define and track individual employee goals with associated weights and to nurture successful outcomes. Create organization-, department-, or job-specific appraisal forms, define cascading goals, and automate the performance review cycle to reflect your established processes. Alerts and reminders keep form completion, feedback, and approvals on track, and the ability to monitor goal status in real time helps align the organization for success.

#### Reward and retain your valued talent

Still trying to manage compensation planning across business units and cost centers using spreadsheets and manual processes? The optional Workforce Dimensions Compensation Management solution automates the entire compensation planning process, letting you set up compensation cycles, define budgets, and model compensation scenarios to optimize your labor spend. A Merit Matrix makes it simple to establish guidelines and award pay increases based on performance ratings and pay grade segments. The solution routes proposed increases through a configurable approval workflow with automated reminders, while visibility into the compensation planning process guides equitable reward decisions.



With the Workforce Dimensions mobile app, employees gain immediate access to information such as benefits coverage and pay statements — anytime, anywhere — from their mobile device without having to wait until normal business hours to contact HR.

#### Discover the Workforce Dimensions advantage

Workforce Dimensions delivers a single unified platform with a full suite of applications that embraces your entire workforce with end-to-end employee lifecycle management. This powerful yet easy-to-use HCM solution integrates HR, time and attendance, payroll, scheduling, and more on a common platform with a single, consistent source of employee data. Workforce Dimensions addresses the needs of today's diverse, multigenerational, and mobile workforce by effectively bridging the salary/hourly divide. Automated tools streamline processes and provide a more efficient way to manage and nurture employees. At the same time, single-source access to real-time employee data helps managers drive productivity, increase employee engagement, and make more informed decisions for better business outcomes.





# **Payroll**

# Drive efficiency and savings with a payroll solution that delivers the perfect paycheck every time

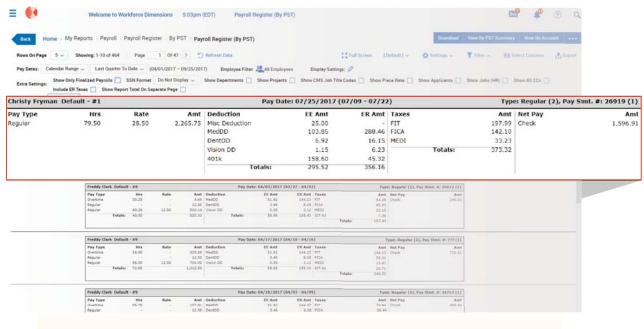
Looking to simplify your entire payroll process while ensuring accuracy and eliminating reliance on costly service bureaus? Workforce Dimensions™ Payroll, a module in the integrated, cloud-based Kronos Workforce Dimensions suite, continually processes payroll in real time so it's ready at the click of a button. Complete automation streamlines payroll processing to reduce errors and ease your administrative burden. Real-time reporting enables you to analyze payroll activity and trends, verify processing benchmarks, and support regulatory compliance. This powerful, easy-to-use payroll solution provides the automated tools and high-quality information needed to help you control labor costs, minimize compliance risk, and improve workforce productivity.

With Workforce Dimensions Payroll you always know what your people are doing and what you're paying them to do it. Our versatile pay rules engine makes it simple to determine pay associated with regular or overtime hours. It can support any number of scenarios — shift differentials, order of importance, location, and more — to accommodate your business requirements. Workforce Dimensions gives you greater control over payroll processes and eliminates guesswork so you process an accurate payroll the first time — every time. For optimal flexibility you can complete all payroll processes in-house or outsource tax filling, check printing, and garnishment processing.

## 

## **Key Benefits**

- MAINTAIN COMPLETE CONTROL of payroll at every step of the process
- » GET UP-TO-THE-MINUTE PAYROLL INFORMATION at the click of a button
- DELIVER TIMELY, ACCURATE PAYMENTS to employees with every payroll
- DRIVE ACCURACY of employee withholdings with regular tax table updates
- EMPOWER EMPLOYEES with a mobile app and self-service tools that reduce administrative tasks
- >> FREE IT from maintenance and upgrade hassles with a cloud delivery model



The Payroll Register report can show a standard pay register by employee, cost center or pay statement with a variety of pay date options for the report view — Options can be further filtered for more detailed information.

## Control and manage every step of the payroll process for better results

Workforce Dimensions puts you in complete control of your payroll process. No more time lost submitting work to a service bureau and waiting for them to check it. You can process payroll on your own schedule and complete special check runs like commissions or bonuses — without worrying about extra charges. Workforce Dimensions gives you the flexibility to complete as many separate payroll runs as needed.

You can define all steps in the payroll process to reflect your unique business requirements and workflows. Import employee hours or synchronize with Workforce Dimensions Time Keeping. Run as many reports as needed — Payroll Register, Labor Distribution, General Ledger, and more — before finalizing and submitting payroll to help ensure accurate results. And receive alerts throughout the process to flag issues and reduce errors.

Workforce Dimensions lets you pay employees using their preferred method. Make direct deposits using a simple ACH export file or print checks in-house with speed and ease.

# Get the information and insight you need — when and how you need it

All payroll data is readily available through intuitive, highly configurable standard and ad-hoc reporting. Built-in tools make it simple to modify standard reports and to sort, group, filter, or customize report content for any time period.

Perfect Paycheck Analysis provides an at-a-glance summary of your total payroll liability, a comparison of this week's total payroll to the previous week's, and a rolling 12-month view trending total labor and expense changes. This report helps ensure calculation of the perfect paycheck, while offering insights to inform next year's budget planning.

#### Manage payroll complexity and make changes with ease

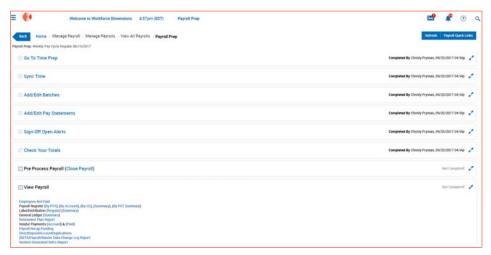
With Workforce Dimensions, you can easily manage and modify deduction and earning codes, direct deposits, tax jurisdictions, and other payroll elements so payments always reflect the latest information. View and edit employee payroll information individually or as a group using the mass edit feature. Change rates at any time during the pay period. And process employee wage garnishments — even those involving different forms and multiple state requirements — with optimal timeliness and efficiency.

## Empower employees with a convenient mobile app and self-service tools

Workforce Dimensions gives employees on-demand access to payroll information, including pay stubs and earning histories, through an easy-to-use mobile app and online self-service tools. Self-service also lets employees change direct deposit details, update W-4 forms, and even print W-2 forms. These tools empower employees to find and update information on their own so overworked HR and payroll administrators can focus on other tasks.

#### Minimize legislative and tax compliance risks

Workforce Dimensions Payroll's year-end processing helps your organization close out the tax year in compliance to avoid fines and penalties. It accurately completes gross-to-net calculations and provides all the information you need to complete and file taxes. Easily create the standard annual reporting forms needed to meet IRS requirements. Receive automatic legislative updates, including the latest tax tables, to make sure employee withholdings are always accurate. And use the general ledger (GL) interface to export payroll information to your accounting system in the proper GL format.



The Payroll Process Screen lists all payrollrelated functions and walks you through each step in the right order to keep the process on track.





# **Payroll Services**

# Outsource your tedious and complex post-payroll processing tasks to Kronos

You've decided to process payroll in house for greater flexibility and control. It makes good sense given that internal HR and payroll staff do most of the work — from preparing, validating, and maintaining data to fixing errors to meeting compliance requirements — even when payroll processing is outsourced. Plus, an in-house solution gives you easy access to payroll data for inquiries and reporting, which saves valuable time and effort.

But even if you process payroll in house, you may still benefit from outsourcing some of the more tedious and complex payroll-related tasks, such as tax filing, garnishment processing, and check printing, especially if your organization has locations in multiple states. In fact, more and more organizations are choosing this option. A recent American Payroll Association (APA) survey showed that 92 percent of respondents outsource tax filing and 71 percent outsource check printing.

Workforce Dimensions™ Payroll Services complement the Workforce Dimensions Payroll solution with services such as tax filing, garnishment processing, and distribution of checks — while providing the ease and convenience of working with a single vendor. These proven services\* draw on experienced professionals, tested software tools, and information from the Workforce Dimensions Payroll application to deliver simplicity, security, and seamless integration. As a result, your organization is able to increase payroll efficiencies, reduce operating expenses, minimize tax reporting administration, and free staff resources to focus on strategic priorities.

#### Tax filing without all the headaches and risk

Tax compliance is the single most difficult and expensive task associated with payroll, especially for organizations operating in multiple states and localities. In addition to preparing and filing taxes, you need to keep up with constantly changing tax laws and regulations. After all, failure to do all this — and do it right — puts your organization at risk for potential penalties.

# 

## **Key Benefits**

- **ENJOY** the ease and convenience of a single solution for payroll software and services\*
- MINIMIZE payroll tax reporting administration
- » INCREASE productivity by freeing staff resources to focus on other projects
- **>> GAIN** the advantages of simplicity, security, and seamless data integration
- **>> CHOOSE** only the outsourced post-payroll processing services you need:
  - Check printing
  - Employee direct deposit
  - Tax filing/deposits
  - Garnishment disbursement
  - Vendor payments

Workforce Dimensions Payroll Services provide peace of mind that your payroll taxes will be filed and paid on time — every time — to minimize compliance risk. Leveraging professional expertise and proven technology, our solution\* provides a seamless extension of the Workforce Dimensions Payroll module. Once you've processed payroll in house, you can take advantage of our services\* to:

- Make deposits against all tax liabilities
- File all monthly, quarterly, and annual tax returns via e-file or paper
- Balance quarter-to-date and year-to-date deposits against liabilities to help ensure payment accuracy
- Deliver reconciliation summaries and copies of all filed returns
- Generate and file all amended returns

#### Timely, accurate wage garnishment payments

Processing employee garnishments, such as child support, tax levies, and creditor garnishments, can be a time-consuming administrative drain on your already overworked payroll staff. Workforce Dimensions Payroll Services can streamline the process to save time and reduce administrative efforts. The garnishment processing service\* uses the information entered by the client and calculated in Workforce Dimensions Payroll and automatically makes payments based on the amounts being withheld, so each payment reaches its destination on time.

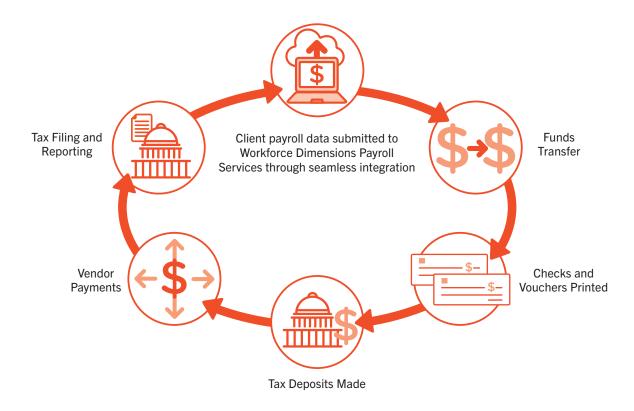
#### Hassle-free employee direct deposits and check printing

No matter how your employees prefer to be paid — by direct deposit or physical check — Workforce Dimensions Payroll Services have you covered. Thanks to seamless integration with Workforce Dimensions Payroll, our services\* automatically

transfer payments into employee bank accounts. Plus, the solution\* can handle the labor-intensive work of printing and distributing checks, direct deposit vouchers, and year-end tax forms such as W-2s and 1099s — saving your organization time and money.

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<sup>\*</sup> Workforce Dimensions Payroll Services complement the Workforce Dimensions Payroll module for an end-to-end payroll solution. Post-processing payroll services, such as payroll fulfillment, initiation of wire transfer, money movement, remittance of tax funds, W-2 printing, and garnishment disbursement, are delivered by Advanced Payroll Services as part of the Kronos Workforce Dimensions Payroll Services solution.





# **Talent Acquisition**

# Effectively source, track, and evaluate talent to build an engaged, high-quality workforce

The recruiting landscape has fundamentally shifted over the past several years. Across industries the labor market has become more candidate-driven, creating greater competition among employers to attract and retain top talent. Filling open positions in a candidate-driven market takes longer and costs more, putting increased pressure on recruiters and hiring managers to find qualified candidates without compromising time-to-hire and cost-to-hire goals. Given these challenges, it's no wonder organizations are optimizing their recruiting and hiring practices to drive better results.

Workforce Dimensions™ Talent Acquisition helps your organization source, track, and evaluate quality talent so you can build an engaged, high-performing workforce more efficiently and cost effectively. This powerful solution automates and streamlines recruiting and hiring processes to support a paperless human capital management (HCM) environment. It provides a positive applicant experience that makes it easy for candidates to fill out information, search for jobs, and apply online. And because the solution is part of the single, unified Workforce Dimensions HCM platform, applicant information flows seamlessly into the employee record upon hire for reduced administrative effort and a single source of truth.

#### Simplify job requisitions and candidate sourcing

Workforce Dimensions Talent Acquisition makes it easy for human resources (HR) professionals, hiring managers, or recruiters to create both internal and external job requisitions with the appropriate approval workflows. The solution walks you through the process of defining the number of openings available, pre-populating the job description and requirements from the job record, and editing the text, if needed. You can sort job requisitions into date order and monitor approval status to help keep the recruiting process moving forward.

With premium job board integration, powered by eQuest, your organization gains single-source access to and control of job listings with fee-based sites such as Monster and Indeed, allowing you to source, track, and redirect candidates to your career site for application. You can also post listings to more than 8,000 free job boards to expand your candidate reach. What's more, you can use heat maps to better understand characteristics about your existing workforce, such as turnover, and focus recruiting efforts on best-fit candidates.

# 

## **Key Benefits**

- » AUTOMATE RECRUITING PROCESSES to eliminate paper, streamline administration, and drive efficiency
- CREATE JOB REQUISITIONS with automated approval workflows and gain at-a-glance visibility into applicant status
- PROACTIVELY SOURCE CANDIDATES by posting job listings to your career website and 8,000+ free job boards and by leveraging premium job board integration
- » FOCUS ON BEST-FIT CANDIDATES by asking pre-screening questions in online applications and leveraging data about your existing workforce to make better hiring decisions
- DELIVER A GREAT APPLICANT EXPERIENCE that reinforces your employer brand while making it easy to search for jobs, upload resumes, and apply online
- » OPTIMIZE PRE-HIRE ENGAGEMENT by sending automated notifications and configurable email communications to applicants

#### Deliver a positive online applicant experience

Attract top talent by delivering a positive applicant experience that sets your organization apart from other employers. Workforce Dimensions Talent Acquisition enables your organization to create a careers web page that reinforces your corporate brand while making it easy for candidates to search for jobs, upload resumes, and apply online. Applicants can easily navigate configurable job applications — in their language of choice — with standard or custom fields that can be optional or required. You can even include customized messages to help guide applicants as they complete the online application process.

Resume parsing tools streamline the applicant experience by pulling key data, such as contact information, relevant skills, work history, and educational background, from the candidate's resume and auto-populating the job application. Candidates may also choose to auto-populate the application from their LinkedIn account.

Workforce Dimensions Talent Acquisition also streamlines the process of qualifying applicants to help improve time-to-hire and cost-to-hire metrics. You can include configurable pre-screening questions in your online application and apply resume parsing tools, making it easier to narrow down candidates and offer interviews only to those who meet your specific requirements.

## Mobile-optimize the candidate experience — COMING SOON

Today's candidates expect a job-seeking experience that is simple, convenient, and optimized for mobile. With Workforce Dimensions Talent Acquisition, you can enable candidates to search, view, and apply for open positions directly from their mobile devices.

#### Track applicant status to optimize hiring results

Workforce Dimensions Talent Acquisition helps you define, track, and manage stages or steps in the hiring process. The solution offers 10 hiring stages by default, but you can edit, delete, or add stages to meet organization-specific needs. Configurable dashboards make it easy to visually monitor applicant status at a glance. You can track applicants by hiring stage and last completed step, and view lists of new applicants

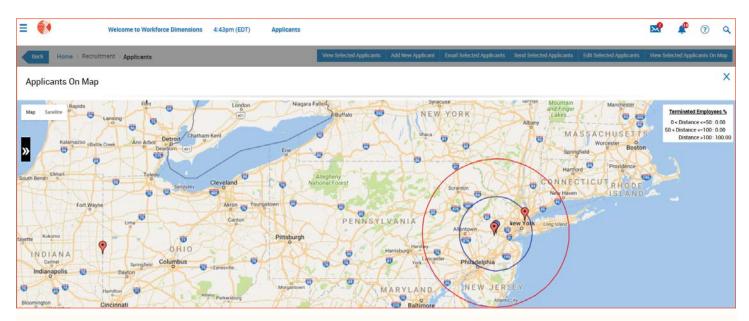
by day, week, or month. The solution provides visibility into all applicants on a single screen — with the ability to filter by location, job skill, or other criteria — to help you identify best-fit candidates for a specific site or position.

You can send automated notifications to candidates to confirm receipt of their online application. Configurable email templates make it simple to communicate with candidates, keeping them informed and engaged every step of the way. iCalendar integration simplifies the process of scheduling candidate interviews while the ability to track notes throughout the recruitment process helps improve collaboration and drive more informed hiring decisions.

#### Seamlessly integrate with Workforce Dimensions HR

Maintaining multiple, disparate sources of employee information can result in data inconsistencies and increased administrative effort. Because Workforce Dimensions Talent Acquisition and Workforce Dimensions HR are part of a single, unified HCM platform, you can count on a smooth and seamless transition from the recruiting phase to hiring and onboarding.

Selecting the "hire this applicant" option in the talent acquisition module automatically triggers a workflow that moves all applicant information and associated documentation — from reference and background checks to rating sheets and offer letters — into the new employee record within the optional HR module. That way, you can easily maintain one centralized employee record to eliminate duplicate data entry, reduce reporting complexities, and provide access to a single, reliable source of truth.



A single, unified HCM solution enables your organization to leverage data about your current workforce to improve hiring results. For example, a recruiting heat map can provide insights into employee turnover, helping hiring managers and recruiters make more strategic decisions about best-fit candidates.

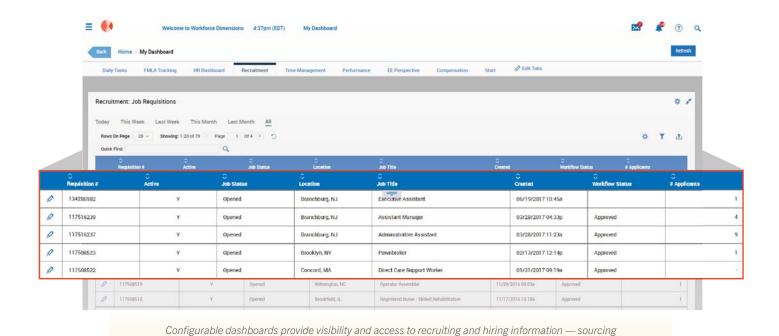
The single employee record reduces reporting complexity and allows you to track traditional recruiting metrics as well as longer-term success metrics that measure tenure and performance. Reporting from a single source — using data that's updated in real time — allows you to take action based on current, accurate data as opposed to legacy-latent data that can lead you to the wrong conclusions.

#### Make better hiring decisions with smart, efficient tools

Bad hires can have serious implications for employers, including revenue and productivity losses as well as employee morale challenges. Whether your hiring needs are high volume or requisition-based, Workforce Dimensions Talent Acquisition provides the comprehensive, easy-to-use tools you need to find, track, and qualify best-fit candidates for both salaried and hourly positions — even across multiple sites. The solution helps drive new levels of efficiency across your recruiting processes for reduced costs, improved decision making, and better business outcomes.

#### Discover the Workforce Dimensions advantage

Workforce Dimensions delivers a single, unified platform with a full suite of applications that embraces your entire workforce with end-to-end employee lifecycle management. This powerful, yet easy-to-use HCM solution integrates HR, time and attendance, payroll, scheduling, and more on a common platform with a single, consistent source of employee data. Workforce Dimensions addresses the needs of today's diverse, multigenerational, and mobile workforce by effectively bridging the salary/hourly divide. Automated tools streamline processes and provide a more efficient way to manage and nurture employees. At the same time, single-source access to real-time employee data helps managers drive productivity, increase employee engagement, and make more informed decisions for better business outcomes.



strategies, applicant pools, job requisitions, active candidates, and more — all from a single screen.



# **Compensation Management**

# Automate Compensation Planning for Improved Visibility and Governance

Still trying to manage compensation planning across business units and cost centers using cumbersome spreadsheets and manual approval processes? Spending valuable time and resources emailing worksheets back and forth and making sure the approved compensation data gets back into your HR system? This approach is not only tedious and time-consuming, but it also leaves too much room for error. Fortunately, compensation management doesn't have to be so hard.

Workforce Dimensions™ Compensation Management, an add-on module to Workforce Dimensions HR, automates and streamlines the entire compensation management process — from defining programs and guidelines to budgeting and modeling to routing proposals for approval. Seamless integration with Workforce Dimensions HR significantly reduces error-prone data entry, provides ready access to employee profiles and performance history, and helps improve data consistency. With Workforce Dimensions Compensation Management, you have robust decision-making tools at your fingertips and better visibility into all phases of the compensation planning process. The results? Reduced administrative burdens. Improved corporate governance. More equitable distribution of rewards. And greater control over your compensation spend.

# 

## **Key Benefits**

- STREAMLINE compensation planning with automated tools and workflows
- GAIN increased visibility into all phases of compensation planning
- » IMPROVE corporate governance with automated enforcement of compensation guidelines
- **MAKE** fair, equitable compensation decisions across the organization

#### Set up compensation cycles in a snap

Workforce Dimensions Compensation Management enables you to set up compensation cycles with remarkable speed and ease. Simply define the program type, enter the start and end dates, assign a cycle manager, and specify the employee type to be included, such as hourly, salaried, seasonal, or executive. The application supports annual, nonannual, cycle-based, and off-cycle merit- and promotion-based salary increases. For optimal flexibility, you can even define program eligibility and manage plans that cross multiple business units.

Looking to factor employee performance into the compensation planning process? The built-in Merit Matrix tool makes it simple to award pay increases based on the correlation between an employee's performance rating and pay grade. So you can effectively tie compensation to individual accomplishments and contributions to support pay-for-performance.

What's more, individual employee information — including status, pay grade, location, and shift — is visible throughout the process, so you know you're working with current, accurate data.

#### Define budgets for each compensation cycle

Workforce Dimensions Compensation Management lets you define the budget for each compensation cycle using an intuitive, spreadsheet-like interface. The application supports both top-down and bottom-up budgeting processes — with appropriate approval workflows — and your choice of salary structure. Optional access to PayScale-powered salary reports from within the Workforce Dimensions interface lets you use up-to-date compensation data and research to guide budget decisions.

# Model compensation scenarios to optimize your labor spend

Managers can model compensation scenarios for their direct reports using the application's built-in worksheets. Or they can plan offline in Excel® and seamlessly import updates back into Workforce Dimensions. Managers can enter merit increases by percentage or flat amount and see how much of the budget has been allocated in real time. Pre-configured budget guidelines help managers allocate increases in alignment with the corporatewide compensation strategy to support equitable rewards and minimize overspend. Employee profile data and performance history are always just a click away to help inform compensation decisions.

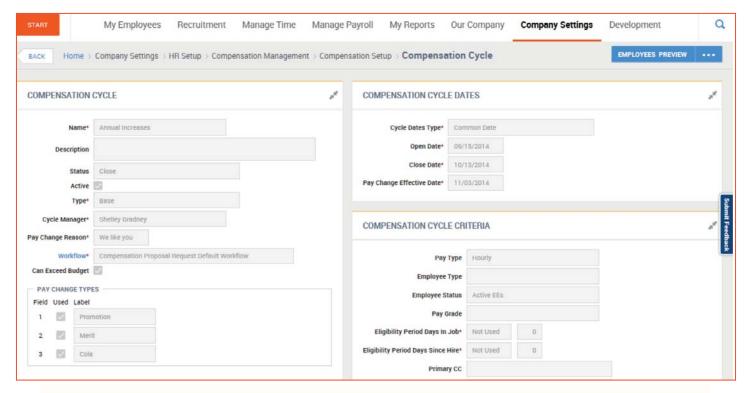
#### Drive efficiency from start to finish

Proposed increases are automatically routed through a configurable approval workflow; automated alerts and reminders keep the process moving forward. Security controls let you determine who can access specific information and functionality, and who has override privileges at each step in

the process. In addition, an innovative "mass finalize" function makes it easy for HR or compensation managers to review and approve increases for all employees — without having to drill down into each proposal individually.

#### **About Workforce Dimensions**

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage the workforce can bring to your bottom line. That's why we developed **Workforce Dimensions** — a new solution that reimagines what's possible in modern workforce management and human capital management technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.



The Workforce Dimensions Compensation Management module is seamlessly integrated with Workforce Dimensions HR to provide better visibility and control and to help ensure more accurate employee records. It includes default and configurable workflows that reduce compensation administration complexity and streamline notifications and approvals.



Workforce Innovation That Works™



# **ACA Manager**

# Proactively manage ACA compliance across your entire workforce

When it comes to ACA administration, spreadsheets, home-grown reports, and manual calculations will do little to simplify a highly complex process with potentially significant financial consequences. Instead, organizations like yours need integrated human capital management tools that provide complete automation and high-quality information for driving cost-effective labor decisions and minimizing ACA compliance risk. The good news is that Kronos already has these tools ready for you with the Workforce Dimensions™ ACA Manager™.

Workforce Dimensions ACA Manager provides proactive management of your ACA compliance strategy across your entire workforce. It gives you the tools to effectively manage regular- and variable-hour employees' benefit compliance, along with applicable reporting and a simple year-end process. It's ACA compliance made easy!

#### Get comprehensive ACA status visibility

With Workforce Dimensions ACA Manager, you can access both real-time and historical detail on ACA status measurements for your company as a whole as well as for individual employees. Management dashboards provide consolidated views of regular- and variable-hour labor pools and the ability to drill down into views for each employee. View any employee's current status or historical status by month with the ACA Timeline view.

# 

## **Key Benefits**

- » AUTOMATE EMPLOYEE HOURS tracking against set measurement periods
- » REAL-TIME REPORTING provides anytime monitoring of employee's ACA status
- STREAMLINE BENEFITS ENROLLMENT with automatic enrollment notifications
- » ACCURATELY COMPLETE AND FINALIZE forms to submit to the IRS

CA COMPLIANC	E OVERVIEW						\$ 1
Rows On Page	200 v 6 Rows 5						
© MONTH	Ç YEAR	≎ HOURS	○ ACA STATUS FT	≎ ACA STATUS PT		○ COMPLIANCE ALERT	≎ POSSIBLE DOWNGRADE
September	2015	7216.00	1	89	40	_	
August	2015	6888.00	1	89	40		
July	2015	7544.00	1	89			
June	2015	7216.00	1	89	+	-	
May	2015	6960.00	1	89			
April	2015	7216.00	1	89			
Totals		43040.00	6	534	80		

The ACA Compliance Overview shows — at a glance — your total number of employees by month, how many of those employees are part time, and how many part-time employees are approaching full-time status.

#### Automate ACA strategy enforcement

Workforce Dimensions ACA Manager lets you proactively manage your ACA compliance strategies and policies. Compliance alerts notify managers when an employee's status changes to full time or part time, when an employee is approaching eligibility, and when an employee has scheduled hours that would put him or her over the eligibility limit. Alerts can also be sent to employees to notify them that they are eligible for benefits. Additional rules can help you enforce schedules and maintain your preferred full-time/part-time employee mix.

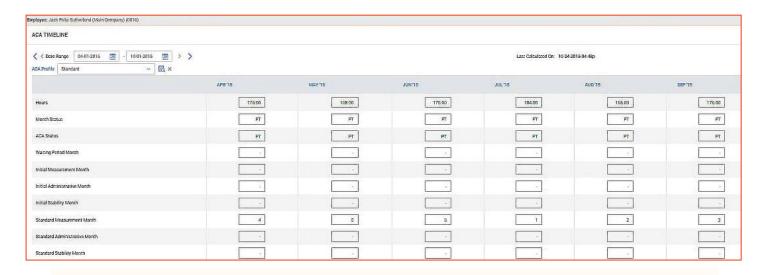
#### Closed-loop ACA process administration

Workforce Dimensions ACA Manager is the only human capital management suite that delivers the power of a platform unified for HR/benefits administration, time and attendance, and payroll. With a single record for each employee, you can streamline and automate the benefits enrollment process as they reach eligibility. Eligibility notifications can be sent to employees with links to automate the enrollment process via simplified self-service features.

#### Simplified year-end process for IRS filing

With Workforce Dimensions, organizations follow a simple year-end process to complete and finalize the IRS forms. Accurately completing the forms is a breeze with the autopopulate button that directly pulls required employee data into each form. What's more, Kronos works directly with the IRS to ensure the forms in the system are up to date and formatted to the specific AIR submission file specifications.

Workforce Dimensions takes the administrative headache out of ACA compliance through automated hours tracking, benefit enrollment, notifications, reporting, and completing and finalizing the forms. So when it comes time to file with the IRS, organizations can be confident that the forms are accurate, complete, and ready to submit.



In the ACA Timeline view, you can drill down to see each employee's status for the ACA Measurement, Administration, and Stability periods.



# **API Empowerment Services**

# Accelerate successful API integrations for rapid time to value

Workforce Dimensions<sup>™</sup> is powered by the Kronos D5<sup>™</sup> intelligent cloud platform to support the next generation of workforce management. Kronos D5 delivers a robust application programming interface (API) framework that provides extensibility and simplifies integration with other systems. Our collection of flexible, RESTful, and on-demand APIs includes pre-built connectors for people, payroll, accruals, and more. Depending on your specific integration requirements, however, API complexity may present challenges for your technical resources that could prolong deployment and delay time to value.

API Empowerment Services from Kronos® Services provide tiered levels of assistance—from phone and email support to design review and documentation to long-term partnership — to help ensure successful API integration across all your systems. Our Dell Boomi-certified integration developers leverage extensive technical expertise, proven integration tools, and independently validated interfaces to help you successfully address even the most unique and complex integration requirements.

#### Choose the service level that's right for you

API Empowerment Services are designed to streamline and simplify API integrations between Workforce Dimensions and key business systems and data repositories across your enterprise. Kronos integration developers bring rich domain knowledge and decades of experience to every engagement, helping you effectively address integration complexity and accelerate time to value.

# 

### **Key Benefits**

- **» REALIZE BUSINESS VALUE** with integration services sized and priced to fit your specific project needs
- » ADDRESS API COMPLEXITY with bestfit integration services that accelerate project success
- » KEEP YOUR PROJECT ON TRACK with immediate access to API best practices and expertise
- **» ENABLE SEAMLESS INTEGRATION** between Workforce Dimensions and other business systems

Kronos Services offers three levels of API Empowerment Services to meet your organization's specific needs:

**Core Services:** Give your technical team direct access to Kronos integration developers via phone and email. Having trouble with an API call? Need insight into best practices? Talk through your challenges with developers who code against Kronos APIs day in and day out.

**Enhanced Services:** Get all the benefits of Core Services as well as architectural design review sessions during which integration developers check that APIs follow best practices and meet the latest technical standards. These comprehensive reviews help you avoid costly mistakes and potential rewrites that can delay your deployment. In addition, you will receive an Interface Design Document that describes the best way to write your APIs to help ensure they operate successfully — and without interruption — within the secure Kronos D5 platform.

**Augmentation Services:** Partner with a Dell Boomi-certified Kronos integration developer to shorten the API learning curve and compress development timelines. The developer will work alongside your technical team — on-site or remotely — to transfer knowledge, fast-track integrations, and make sure they are operating according to Kronos best practices. Competitive pricing is available for on-shore and off-shore resources to meet your budget requirements.

## Achieve seamless integration to support business processes

When it comes to integrating Workforce Dimensions with other enterprise applications, Kronos has you covered. We offer a range of API Empowerment Services, sized to meet your needs and budget, to take the complexity out of API integrations and ensure seamless connectivity across your organization. With our scalable range of offerings, you can enjoy a fast, hasslefree Workforce Dimensions deployment while fully leveraging your investment in existing application technology.

#### Partner with the trusted workforce management leader

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos Services provides a wide range of strategic services that help customers achieve smart value fast and accelerate return on their workforce solution investment — all while delivering the experience they expect. Learn more at www.kronos.com/services. **Kronos: Workforce Innovation That Works™.** 



**Customer Success** is our promise to be your advocate and partner. And like any good partner, we're not going to simply send you off into the sunset with a map and a "good luck!" Instead, we're going to help plan the route to your workforce management and human capital management success in the cloud — and then hop in the passenger seat and go along for the ride. We've been in the business of helping organizations make the most of their people for a long time now — and with many successful miles under our belt, combined with deep domain knowledge and industry expertise, we've got a lot of insight to share.

As your co-pilot, your success is personal to us. Hit a bump in the road? We feel it too — and we're right there to help smooth it out with solutions that are personalized to your organization. And because the road to building a world-class workforce often includes detours and fuel-ups, we're here to lead you toward resources that keep you on track and informed, empowered to move forward with everything you need to succeed.

That's the strategy — now let's hit the road.

Along the way, you can expect an experience that is:

**PROACTIVE:** We anticipate your needs and empower you with tools and resources

**PERSONAL:** Your experience is unique — so our partnership is tailored to your success

**PROVEN:** Our expertise is time-tested and laser-focused





### What Can You Expect?

Once we set off on your Kronos cloud journey, our team works to accelerate value at every point. Autopilot isn't our style, so simply identifying your business goals isn't how we work. Instead, we provide the training, thought leadership, tools, and data you need to cruise a one-way street toward success. We'll be there to give you clear, timely directions — and bring all the right people and resources together at the right time along your route.

#### **Map Your Course with Results-Driven Collaboration**

Kronos® Customer Success Managers are results-driven — your success is their success. As you build a high-performing workforce, you'll have the industry expertise of partners who know your immediate and long-term business goals like the backs of their hands. Customer Success managers are here to steer you in the right direction to optimize your workforce, maximize your Kronos investment, and achieve success in the areas that matter most to you.

#### **Fuel Up on Empowering Resources**

Staying informed — or even becoming an expert in your own right — is critical to taking care of your workforce and your organization. If you don't quite know where to begin, we've got you covered with access to actionable data, insight from industry-specific thought leaders, and resources focused on helping you achieve full value from your Kronos investment.

### When we go the extra mile, you succeed.

Learn more about Kronos Customer Success at:

www.kronos.com



www.kronos.com



## **Customer Success Plans**

Leading you along the best path to your workforce management and human capital management success is our No. 1 priority. You can count on us to go the extra mile to deliver a proactive, personal, and proven experience by providing you with the training, thought leadership, tools, and data you need to succeed.

Our three Customer Success Plans offer you the flexibility to choose the one that best meets your unique organizational needs, and all our plans are designed to help you maximize the full value of your Kronos® solution.

#### Community

# **» ENHANCE VALUE** through a digital, self-service, community-based approach

#### Guided

» DRIVE SUCCESS with personalized guidance designed for your solution

#### **Signature**

» AMPLIFY BUSINESS outcomes with access to one-on-one success planning and technical support

	Community	Guided	Signature						
Support Services									
Local Time Zone Support	8 a.m. – 8 p.m 2-hour respons	24-hour x 7 Support 1-hour response time to cases							
24x7 Mission Critical Support	•	•	•						
Proactive Support		•	•						
Technical Account Manager	Fees Apply	Fees Apply	•						
Integration/API Support			•						
	Success Se	ervices							
Kronos Community	•	•	•						
Kronos Onboarding Experience	•	•	•						
Kronos KnowledgeMap™	•	•	•						
Kronos KnowledgeMap™ Live	Fees Apply	Fees Apply	•						
	Named Succes	s Manager							
Live Check-In Meetings		Quarterly	Monthly						
Personalized Success Paths		•	•						
Success Reporting		Semi-Annually	Quarterly						
Executive Business Reviews		Annually	Quarterly						
New Feature Review and Activation*		•	•						
Optimization Assessment		Semi-Annually	Quarterly						
Industry Best Practice Audit			Quarterly						

<sup>\*</sup>Assistance integrating new licensed and nonlicensed features under 10 hours is supported.



# Kronos KnowledgeMap™

Accelerating your Workforce Dimensions success with the right training at the right time

You're ready to build a future-facing workforce with Workforce Dimensions™. And eager to learn about this powerful technology's full potential. We're here when you need us — providing anytime, anywhere training to all of your employees.

But when it comes to education, one-size-fits-all isn't our style. We know that organizations, projects, and employee skill sets vary, so we provide you with role-based training for your project team members, managers, administrators, and IT staff members before, during, and after a deployment or a new release. Our blended approach gives users the opportunity to begin learning with self-paced content that prepares them for hands-on learning in instructor-led courses.

#### Start in Kronos KnowledgeMap

Accessible through the Kronos Community, our Kronos KnowledgeMap™ site contains self-paced training and change management tools. It's freely available to you and your employees and is designed to help you keep current with new releases and learn how your Workforce Dimensions solution supports your business processes. Visit Kronos KnowledgeMap to find learning content by product, role, and onboarding and post-deployment phases.

**Come on in!** Kronos KnowledgeMap is available to all customers through the Learn tab in the Kronos Community.

#### Go above and beyond with instructor-led training

Ensure that your functional and technical team members are fully prepared for deployment and ongoing support of your solution with instructor-led training. A subscription to Kronos KnowledgeMap Live gives your team members access to demonstrations and hands-on learning delivered by Kronos Certified Instructors. Presented in guided learning paths, along with the Kronos KnowledgeMap self-paced learning, a Live subscription makes it easy to complete and track training at the right time. It helps new team members onboard as efficiently as possible. And after onboarding, it ensures that your technical and core team members' skills and knowledge are current for each release.

# Support the people side of your solution with the User Adoption Resource Center

You're eager to leverage the full value of your Workforce Dimensions solution — and we're here to help your people increase adoption. Available with your Kronos KnowledgeMap Live subscription, the User Adoption Resource Center is your destination for the expert answers, coaching, and tools you need to help bring your organization up to speed. Connect with a Kronos User Adoption Consultant directly from the Resource Center. Your consultant will be your concierge to the resources, tools, and templates that are available to help ensure solution adoption. And if you need additional help, it's available on an hourly time-and-materials basis.



## **Key Benefits**

- » ACCELERATE user adoption and solution confidence
- » LEARN from Kronos Certified Instructors with deep industry expertise
- » DEVELOP an individualized success plan with a Kronos User Adoption Consultant
- » PROMOTE a culture of continuous learning and technology competence
- » TRACK training progress to measure employee skills and success
- » REALIZE maximum value from your Kronos investment

#### Leading-edge features

- Self-paced tutorials: Concepts, processes, and skills education targeted to specific, roles-based tasks
- » How-to simulations: Guided simulations on common tasks, providing effective refresher training or skills reinforcement
- Job aids: Handy, printable, step-by-step instructions for performing common tasks
- Webinars: 1- to 2-hour live, online concept and process overviews, product demonstrations, and solution decision discussions with a Kronos Certified Instructor
- Instructor-led courses: 2- to 4-hour live training in a structured online environment or private on-site courses led by a Kronos Certified Instructor. Includes hands-on access to your solution and targeted practice applying conceptual and process-based skills learned in self-paced training.
- Sandboxes: Practice what you learn during your instructor-led training, try tasks you learn in tutorials and simulations, gain further confidence in your skills, and test-drive new features
- » Reporting: Monitor your progress. Core team leads can also monitor the progress of fellow team members. Export progress data to popular reporting formats for customizations.
- Change management and user training: Adaptable tools, templates, and coaching to plan for and execute on your user adoption goals

# What's what: Choose the experience your people need to succeed

	Kronos KnowledgeMap	Kronos KnowledgeMap Live	User Adoption Resource Center
Self-paced tutorials	Х	Х	
How-to simulations	Х	Х	
Job aids	Х	Х	
Webinars		Х	
Instructor-led courses		Х	
Sandboxes		Х	
Reporting		Х	
Change management tools			х
User training tools			Х
User Adoption Consulting			х

Access to Kronos KnowledgeMap is included in your Workforce Dimensions purchase. Access to Kronos KnowledgeMap Live and the User Adoption Resource Center is available for an additional fee.

#### **About Kronos**

Kronos® is a leading provider of workforce management and human capital management cloud solutions. Kronos Services provides a wide range of strategic services that help customers achieve smart value fast and a rapid return on their workforce solution investment — all while delivering the experience they expect.

Kronos: Workforce Innovation That Works™.

Learn more at: kronos.com/services





## **Data Extraction Tool**

# Harness the power of Workforce Dimensions data across enterprise systems

Workforce Dimensions™ from Kronos is designed to help your organization manage the workforce of the future — today. This powerful application suite leverages the latest technologies to streamline workforce management practices, provide actionable intelligence, and empower and engage your most valuable resource: your people. Workforce Dimensions can deliver even greater value when it operates as part of a seamless digital ecosystem that spans all areas of your organization. By harnessing the power of Workforce Dimensions data across your enterprise systems, you can unlock new insights and better understand how the workforce affects overall business performance.

The Data Extraction Tool, implemented by Kronos® Services, enables you to share Workforce Dimensions data with other key business systems, such as Customer Relationship Management, Enterprise Data Warehouse, Enterprise Resource Planning, Point of Sale, Finance, and other solutions. By bringing together workforce and other operational data, the Data Extraction Tool allows you to gain broader enterprise visibility and key strategic insights for better business outcomes.

#### Ready, set, connect!

As the foundation of the Workforce Dimensions solution, the intelligent Kronos D5™ platform lets you work in a modern cloud that leverages new technologies and works seamlessly with your existing systems. Kronos D5 incorporates the Dell Boomi integration platform as a service (IPaaS) to support all integration processes between cloud platforms, software-as-a-service applications, and on-premise systems. The Data Extraction Tool is available out of the box with Dell Boomi integration technologies.

# 

### **Key Benefits**

- » ACCESS CRITICAL DATA from Workforce Dimensions starting on day one
- WINLOCK NEW INSIGHTS by bringing together workforce and other operational data
- SCHEDULE EXPORTS ON DEMAND from within the familiar Workforce Dimensions interface
- » AUGMENT DATA EXPORTS with custom views and insightful summarizations
- » PROCESS DATA RESPONSIBLY through your secure tenant in the Kronos D5 platform

Kronos Services can rapidly implement the Data Extraction Tool as a seamless component of your solution set, thereby making Workforce Dimensions data available to specified applications across the enterprise. Authorized end-users can schedule and execute integration processes directly from the Workforce Dimensions interface. And because data processing, summarization, and preparation all occur within your secure Kronos D5 tenant, you can rest assured that your workforce data is always well-protected.

Once Kronos Services implements the Data Extraction Tool, specified enterprise systems immediately benefit from the following Workforce Dimension views:







**Employee** 



Schedule



Schedule group



**Totals** 

#### Realize greater value from your Kronos investment

When it comes to integrating Workforce Dimensions with other enterprise applications, Kronos has you covered. Our experienced consultants leverage extensive technical expertise, proven Dell Boomi IPaaS tools, and independently validated interfaces to address even the most unique and complex integration requirements.

With the Data Extraction Tool, implemented by Kronos Services, you enjoy a fast, hassle-free implementation while protecting your investment in existing application technology. Just as important, you get the ability to combine workforce and operational data for critical insights and even greater business value.

#### Partner with the trusted workforce management leader

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos Services provides a wide range of strategic services that help customers achieve smart value fast and accelerate return on their workforce solution investment — all while delivering the experience they expect. Learn more at <a href="https://www.kronos.com/services">www.kronos.com/services</a>. Kronos: Workforce Innovation That Works™.





# **Migration Assessment**

### Are you interested in migrating to **Workforce Dimensions?**

Our Workforce Dimensions™ migration offering is carefully designed to help your organization assess your overall readiness and best prepare for your migration.

The chances are good that your organization's current on-premises or cloudbased Kronos® solution has changed since you first installed it. As a result, it may be difficult to audit, review, and validate your solution in an objective way to ensure a smooth, quick migration to Workforce Dimensions. This can also be the perfect time to identify ways to improve your workforce practices, so that bad habits don't carry over into the new solution.

Our services team will outline how Workforce Dimensions will differ from your current Workforce Central® suite solution and illustrate what may be changed, from new functionality that could potentially eliminate existing processes and the need for custom integrations to how the product roadmap could impact your solution. The review will also identify areas where technical and business process improvements can be made.

Our services team then presents the opportunities for improvement in an executive dashboard summary and a comprehensive report that details these

findings as well as actionable recommendations for migrating to Workforce

Dimensions. Part checklist and part roadmap, the report helps you create an environment consisting of technical, business, and functional best practices to achieve the most successful migration possible. If you're interested in migrating your Workforce Central solution to the Workforce Dimensions solution, and want to make sure you have a comprehensive review before making the move, we have the answer.

### **Workforce Dimensions Migration tasks**

The Workforce Dimensions Migration Assessment evaluates your entire solution to help ensure that your migration plan is as thorough — and as successful — as possible. Our team helps you address the following key areas and more:



#### Inventory

- **Terminals**
- Products
- Interfaces
- Custom reports, products, and tables
- Authentication



#### **Evaluate**

- Integration strategy
- Terminal strategy
- Reporting strategy
- Workstation requirements
- Archive strategy



#### **Improve**

- Global policy settings
- Best-practice recommendations
- Configuration improvements
- Change control process

# 

## **Key Benefits**

- » INDEPENDENT EXPERT REVIEW objectively identifies readiness and opportunities
- » MINIMIZE ORGANIZATIONAL RISK with a detailed, comprehensive functional and technical solution
- » DEVELOP A ROADMAP STRATEGY that aligns Workforce Dimensions with your business objectives

### Don't go it alone

We want your company to realize the many benefits of Workforce Dimensions, and Kronos Services can help get you there. Using the experience we've gained helping thousands of organizations (like yours) migrate to new platforms as well as to the cloud, we'll partner with you to make sure you have a clear picture about what's involved in migrating to Workforce Dimensions, along with a plan that maps an efficient and effective migration.

### Minimize guesswork, maximize results

When it comes to something as significant — and as important — as migrating your workforce management solution, don't take the risk of going it alone. Our services team can help you assess where you stand today and develop a roadmap and recommendations for a migration plan. And we can manage the entire process so your IT staff doesn't have to.

### Strategic Roadmap 2-Year Executive Plan



### **About Workforce Dimensions**

At Kronos, we understand that great businesses are powered by great people, and we recognize the strategic advantage that the workforce can bring to your bottom line. That's why we developed Workforce Dimensions — a totally new solution that reimagines what's possible in modern workforce technology. Every dimension — the underlying technology, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: Your people.

# Workforce Ready Specific Attachments





# Kronos Workforce Ready

A complete solution for creating and engaging a diverse workforce

**Imagine a full suite of automated, scalable tools** that integrates HR, time and attendance, payroll, and more so you can manage and nurture all of your people in ways that inspire them to succeed — from pre-hire to retire.

# This is Workforce Ready.

The Workforce Ready® solution suite is designed to help you attract and retain top-quality talent for your diverse workforce, with the tools you need to not only make work easier and more productive, but also to deliver a great employee experience.

From employee engagement, leadership success, and talent development to flexible performance management and labor law compliance, Workforce Ready helps you manage your people to today's emerging human capital management (HCM) trends — all while helping you stay competitive and fuel organizational growth.

### Workforce Ready at work

Seamlessly integrated Workforce Ready applications for recruiting, onboarding, time and attendance, scheduling, absence management, payroll, and more are easily accessed through an intuitive user interface. Time-consuming processes are streamlined — and visibility into employee data is enhanced to help you make smarter business decisions.



# The Workforce Ready Unified platform offers:

A single employee record: You enter employee data just once in a single database and it's shared across all applications.

**A single source of truth:** With a common reporting function, there's no need to combine multiple sources of information. Decisions can be made based on accurate, real-time data.

**A superior user experience:** Your users work in the same interface across all applications, minimizing training and boosting efficiency. And employee self-service and mobile app allow easy anytime access.

**Convenient cloud-based delivery:** With the Kronos Cloud, you avoid installation headaches, you're always on the latest software release — and you only pay for what you use.

# Kronos Workforce Ready Suite

# Engaging your workforce from pre-hire to punch to payroll

# **HR Management**

To find and keep the best people, HR professionals need a solution that blends talent acquisition functions of recruiting, hiring, and onboarding with talent management functions of benefits, compensation, and performance management. Workforce Ready HR lets you store and track employee information in one paperless system to make all of these processes faster and easier — while allowing you to focus on providing more strategic value to your organization.

### **Time & Attendance**

When it comes to managing your workforce, disparate systems, manual or semi-automated processes, and limited data visibility can prevent you from developing a high-performing, motivated workforce. Workforce Ready automates and simplifies time and absence management, accruals, leave, and scheduling functions with powerful applications that help you control labor costs and reduce compliance risk.

# Payroll Management

Workforce Ready streamlines payroll management by simplifying the entire process, greatly reducing processing time with configurable checklists and instant access to reports and data, as well as payroll services to manage tax filing, direct deposits, garnishments, and more. Starting with accurate time data, you can ensure the perfect paycheck.



Kronos Workforce Ready provides single-source access to accurate employee data across HR, payroll, time and attendance, and more. The configurable dashboard offers a single view of employee data for simplified and real-time workforce management.

# **Human Resources**

# Finding and retaining the best talent

# Workforce Ready automates administrative HR tasks:

- Expedites applicant tracking, screening, and hiring
- Simplifies benefit plan setup, enrollment, and changes
- Streamlines performance and compensation management
- Automates all steps in the performance review process



The key to business success starts with recruiting and retaining great people — because satisfied, engaged employees are more productive and invested in ensuring customer satisfaction. Workforce Ready HR can help you create this motivated, high-performing workforce.

### **Talent Acquisition**

Workforce Ready HR lets recruiters and hiring managers source, track, and evaluate talent while providing a positive, consistent applicant experience. Candidates can easily search jobs and apply online, while managers can post job requisitions, screen and accept applications, and track applicants throughout the pre-hire process. And employees are engaged from the very start with configurable onboarding tools and social media integration.

# **Talent Management**

Workforce Ready HR provides agile performance management with custom-defined review forms, an automated review cycle, and alerts that can be linked to compensation management for making fairer and more equitable compensation decisions.

In addition, the system makes benefit plans easier for administrators to set up and manage — which is further aided by employee self-service.



# **Workforce Ready Marketplace**

Similar to a mobile app store, the Marketplace allows you to easily extend the features and functionality of Workforce Ready with pre-integrated, complementary applications and services such as eVerify integration and background screening.

# **Human Resources**

# Gain more time to focus on strategy instead of paperwork

Workforce Ready efficiencies free managers to pursue more value-added activities:

- Stores and tracks all employee data in one location
- Eases administrative burden through streamlined processes and less paper
- Enables access to real-time HR data via configurable reports, dashboards, and mobile tools
- Empowers employees with HR self-service and mobile app



Workforce Ready HR integrates the capabilities you need to find and keep engaged and productive employees. And by reducing administrative tasks, it frees HR managers to take a more strategic organizational role using real-time data and insights to drive better outcomes.

# Powerful reporting

Through the system's single employee record, Workforce Ready HR lets you store and track all employee information from one location and create reports to better understand your workforce and help executive teams make more informed decisions.

# Paperless HR

Workforce Ready streamlines routine tasks such as benefits open enrollment and performance management using virtually no paper — assisted by employee self-service tools and mobile access. And with built-in, configurable workflows, you can easily manage tasks and schedules associated with job requisitions, new hire onboarding, promotions, compensation, and more.

# Simplified compliance

Workforce Ready provides the tools, visibility, and reporting you need to avoid costly noncompliance fines and litigation through proactive compliance management of changing labor laws and regulations such as EEOC reporting, I-9 forms, the Fair Labor Standards Act, and the Affordable Care Act.

"Employees have access at their fingertips to their paystubs and benefits information ... Enhancing our communication of employee information has improved our employee experience."

Brad Nycz, Director of HR Dowco

# **Time and Attendance**

# Streamlined to boost employee satisfaction and bottom-line results

# Workforce Ready includes powerful capabilities such as:

- Data collection from various sources
- Attendance policy administration
- Attestation
- Configurable workflows
- Ad hoc reporting
- Employee self-service
- Time-off requests and approvals
- Timesheet approvals
- Exception management
- Points system



From timecard management and labor cost tracking to employee scheduling and absence management, Workforce Ready Time Keeping helps you better manage your diverse workforce while helping to control labor costs and lower compliance risk.

### Efficient time and labor cost management

With Workforce Ready, processes are significantly streamlined. For example, its automatic time and attendance data collection from a variety of sources makes it easier than ever to manage your labor data. In addition, flexible, user-defined pay rules help you track your true labor costs — while simplified timecard management facilitates compliance and improves payroll accuracy. And exceptions can be managed in real time to avoid payroll errors and costly rework.

# Real-time dashboard visibility

A configurable dashboard lets employees request time off and view schedules, timecards, and more, all from a single screen. The manager dashboard may be tailored to provide one-click access to their most frequent tasks and real-time visibility into staff schedules, overtime, exceptions, and other important workforce information.

# Support for a more equitable work environment

Workforce Ready uses a point-based system to help you manage attendance policies at a finite level and track adherence to your attendance strategy. Rules can be used to create points in a positive or negative fashion and drive notifications based on thresholds met.

# Accrual & Absence Management

# Keep it fair and consistent for ongoing compliance

Workforce Ready delivers easy, singlesource access to upto-date information:

- Automatically enforces absence and leave policies to control labor costs
- Consistently applies absence and leave policies to minimize compliance risk
- Helps you gain visibility into absence trends and take action to improve productivity



Absenteeism costs U.S. companies billions of dollars annually in lost productivity, wages, quality issues, and excess management time.<sup>1</sup> But it also impacts productivity and can lower employee morale. Workforce Ready helps you manage employee absence for better cost control and higher productivity, and to ensure that your people are treated fairly.

### Accruals

Managing accruals manually can be a painful process — especially since employees accrue time at different rates. Workforce Ready Accruals automatically and accurately calculates and tracks accrual balances based on your organization's rules, giving managers immediate visibility into current status to help ensure impartial treatment of employees and minimize compliance risk.

# **Absence Management**

Workforce Ready Leave Manager helps you handle leave cases accurately and consistently to avoid litigation and grievances. It integrates leave requests and documentation with employee timesheets and schedules and limits unauthorized time off and late returns with built-in notifications. It also automates enforcement of federal, state, and employer-specific leave policies, including the FMLA, as well as administration of leave eligibility and requirements.

# Further empower your employees through attestation

Failure to comply with labor regulations and collective bargaining agreements can have disastrous results. But **Workforce Ready Attestation** minimizes compliance risk and improves enforcement of wage and hour policies by empowering employees to access, review, and approve or reject their timecards and designate whether they took their lunch break or not when they punch out.

<sup>&</sup>lt;sup>1</sup> Investopedia, "The Causes and Costs of Absenteeism in the Workplace," Forbes.com, July 10, 2013. http://www.forbes.com/sites/ investopedia/2013/07/10/the-causes-and-costs-of-absenteeism-in-the-workplace/.

# **Scheduling**

# Always put the right person in the right place at the right time

# Workforce Ready provides the tools and visibility you need to:

- Build schedules based on available budget and business demand
- Fill schedules with best-fit employees to maximize performance while minimizing compliance risk
- Manage schedules to maintain accurate coverage and avoid budget overspend
- Measure schedule effectiveness to drive continuous improvement



In today's dynamic workplace, using spreadsheets and paper to create employee schedules is no longer an effective way to staff shifts with the right employees to optimize productivity and control labor costs. With Workforce Ready, time-consuming, error-prone processes are a thing of the past.

### Streamlined, accurate scheduling

Develop schedules that help you meet performance goals without exceeding budget with the tools and high-quality information you need to schedule the right people in the right place at the right time. Users can build, fill, manage, and measure best-fit schedules that align output and service-level goals with budget and demand. And automated scheduling rules and policies enforcement helps improve employee morale while reducing the potential for grievances, litigation, and fines.

# Improved visibility

Gain on-demand visibility into schedules — from a desktop or mobile device — to improve your responsiveness. Robust reporting allows you to measure schedule effectiveness and apply lessons learned so your managers can spend less time creating and managing schedules and more time focusing on strategic priorities.

"Store managers now have all schedule information in one place, and area managers have better visibility. With Workforce Ready, we've empowered our managers by giving them the tools to better manage their workforce."

Wayne Overla, HRIS Administrator
Blarney Castle Oil

# **Payroll**

# Deliver the perfect paycheck — every time

# Workforce Ready drives payroll accuracy by providing:

- Continuous payroll processing
- Real-time calculations
- Versatile pay rules engine
- Notifications and alerts that flag issues
- Automated tax table updates
- A Perfect Paycheck Analysis report



Payroll is more than just creating a paycheck on payday. Workforce Ready Payroll puts you in complete control of your payroll and greatly reduces processing time with configurable checklists to keep you on track and automated scheduled reports to ensure accuracy. Starting with employee benefit deductions updated in payroll and accurate time data, the Workforce Ready unified platform helps your organization deliver the perfect paycheck and reduce compliance risk.

### Automated, accurate payroll

With continuous processing, payroll data is available whenever you need it. Real-time calculations let you know exactly what your people are doing and what you're paying them to do it. And employee/manager self-service options such as submitting direct deposits and viewing pay statement history empower employees and further streamline processes.

# Payroll services

Tax data is built into Workforce Ready Payroll to support multiple regional requirements and tax structures. Automatic tax table updates help ensure the accuracy of employee withholdings. The system includes everything you need to complete and file tax forms in-house — or choose from outsourced options for tax deposits and filing, garnishment processing, and check printing/direct deposit.

"With Kronos, our operating efficiencies have improved tremendously and the length of our payroll process has been reduced from three days to one. Workforce Ready has simplified our workforce management process, saved us time and money, and helped us shape our long-term growth strategy."

Ryan Baldwin, IT Director Rehab Resources

# Real-Time Visibility & Data Access

# Use dashboards, reports, and self-service tools to drive results

# Workforce Ready delivers the real-time data you need:

- Access standard HR, timekeeping, payroll, and scheduling reports
- Filter, sort, or regroup report contents to suit your specific needs
- Modify report formats with ease using built-in tools
- Export reports to CSV, XLS, PDF, HTML, and XML formats
- Schedule and email reports to keep managers up to date
- Configure workflows to your specifications



Take the guesswork out of people management once and for all. Information-rich Workforce Ready dashboards, reports, and decision-support tools provide organization-wide visibility and insights. Intuitive navigation features let you find critical information quickly and easily. And with instant access to timesheets, schedules, payroll, employee records, and more, you can take immediate action and drive results.

# Versatile tools and reports

Easily tailor system tools and reports to reflect the way you do business. Configure more than 150 standard reports to meet your content and formatting needs. Give your managers visibility into important employee information through self-service. And take the load off HR by empowering employees to access their information through convenient self-service and mobile tools.

# Configurable workflows

Workforce Ready provides workflows that you can configure to your unique work specifications. You never need to change your processes to accommodate the system. Using its graphic display that shows workflow step direction and actions, you simply drag and drop steps to organize a workflow that aligns with your established processes.

"Managers love having data at their fingertips now. With a single database, they can **get accurate data when they need it**, so we're not waiting to make critical business decisions."

Brad Nycz, Director of Human Resources

Dowco

# How is

# **Workforce Ready**

# helping businesses drive results?

# YMCA of Greater Boston

One of the largest urban YMCAs in the nation with more than 2,200 employees.

- Employee information is now easier to access, report on, and verify
- Automation of HR, payroll, and timekeeping tasks reduces errors, improves productivity, and allows managers to focus on engaging their teams
- Mobile solution provides real-time visibility into a dispersed workforce

# Mammoth Mountain Ski Area, LLC

California's leading four-season mountain resort operator with a seasonal workforce of as many as 4,000 employees.

- Unified solution eliminates manual data entry
- Flexible reporting capabilities enable managers to access data more easily
- Fewer payroll errors ensure more timely, accurate paychecks

# Stine Lumber

Louisiana-based hardware chain with 750 employees across 13 locations.

- Access to real-time data significantly increases employee engagement and empowerment
- Processes are now 100 percent paperless
- Automated timekeeping improves efficiency and helps ensure accurate paychecks

# Heart of the Rockies Regional Medical Center

25-bed critical access hospital serving nearly 20,000 people throughout the Salida, Colorado, hospital district.

- Increased employee satisfaction has resulted in improved patient care
- Proactive management of ACA strategy is minimizing compliance risk
- One unified employee record provides critical insight into employee data

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000° — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works**™.

Put Kronos Workforce Ready to work for you:

+1 800 225 1561 kronos.com/workforceready





# Workforce Ready

# **People Analytics**

# Connect all the HCM insights you need to make better-informed workforce decisions

The simplicity of working on one unified platform through Kronos Workforce Ready® means your teams can seamlessly manage your entire workforce from prehire to retire. And that single-solution simplicity also means all your workforce data is available at your fingertips — easily accessible to all teams and ready to be leveraged to make better-informed workforce decisions.

The people analytics tools built into Workforce Ready make it easy to access the day-to-day, tactical data you need to effectively manage employees. But they also mean you have clear views into core metrics that open a direct path to implement long-term workforce strategies based on emerging trends and predictive forecasts revealed by your data.



The layered, hierarchical people analytics components allow you to quickly and easily access the analytics functionality and data you need to facilitate better decision making. It's simple, tiered access to valuable people data that can help you build your workforce strategy as your insights expand and your needs grow.

# **Key Benefits**

- » ACCESS ALL EMPLOYEE DATA IN ONE UNIFIED VIEW with one source of truth for people analytics
- » LEVERAGE VALUABLE DAY-TO-DAY FACTS about your workforce to better manage employees
- » GAIN INSIGHTS INTO EMERGING DATA TRENDS AND PREDICTIVE FORECASTS to implement long-term strategies for improvement
- TAKE FAST, PROACTIVE ACTION on workforce insights to make the most impact

READ ON to learn how people analytics can help your team leverage critical data — from day-to-day tactical insights to core metrics — to help build your long-term workforce strategies.



# **Analytics Services**

Connect all pieces of your people analytics with curated views of workforce data delivered by a dedicated analytics services team.

# PREDICT

Use people data to proactively manage workforce trends

# **Employee Perspectives, Workforce Ready Scheduler, Succession Planning**

Predict workforce trends and proactively engage employees with targeted data.

# VISUALIZE

Focus on the facts that matter to make quick decisions

# **Workforce Ready Charts & Dashboards**

Visualize data insights and important metrics to make fast, informed decisions.

# **GATHER**

Gain detailed workforce and process insights across your organization

# **Workforce Ready Reports**

Get real-time details on your people and processes to stay up to date on developments across your organization.





# Getting Started with Kronos Workforce Ready Implementation Services

What to expect — and how to expedite your success.

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



"They've been just phenomenal walking us through implementation, meeting our needs, helping us work through special needs we have as a business or an industry."

— Brad Nycz, Director of HR, Dowco Incorporated

# Implementation services you can **count on.**

From your customer care representative to your project manager and application consultants, the Kronos Services team is here to guide you through every step, implementing and configuring Workforce Ready to meet your requirements and get you up and running through a guided, strategically directed experience.

# Ensuring your investment is a **success from the start.**

Our experts facilitate a streamlined implementation through every phase, partnering with you to design a plan that leverages our Time to Value Deployment Model and reflects your organization's size, industry, and specific business needs. We'll also outline your contributions to the project's success, allowing you to manage expectations within your organization. And finally, we incorporate quality checkpoints to ensure your ongoing satisfaction and minimize schedule delays.

# A plan that measures your satisfaction and **expedites your success.**

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

# **Getting Started with Kronos Workforce Ready Implementation Services**

# Moving Toward Your Goal: A Successful Go-Live

Starting with our Welcome Program, every phase is structured to prepare you for what comes next as you move toward a successful system go-live. Here, the entire delivery process is outlined from start to finish.

Our implementation goal is for you to receive the value of your investment with Workforce Ready quickly and efficiently. In order to achieve this, we work with you to roll out our core modules first. Our core modules include Time Keeping, Accruals, HR and Benefits, and Payroll and Tax Filing. After these modules are completed, the focus shifts to deploying additional modules you may have purchased, as well as configuring additional functionality in our core modules.

# Implementation Process Overview\*

Planning	Assess	Solution Build	Test & Clarify	Deploy & Support	Additional Modules & Functionality
<ul> <li>Getting started webinar</li> <li>e-Learning videos/ discovery training</li> <li>Checklist items &amp; deliverables</li> <li>Project manager introduction</li> <li>Kick-off</li> </ul>	<ul> <li>Complete discovery process</li> <li>Discovery calls</li> <li>Discuss goals and success criteria</li> <li>Review best practices</li> <li>Extract data &amp; provide data imports</li> <li>Approve solution design documents</li> </ul>	<ul> <li>System build</li> <li>Integrations (if applicable)</li> <li>Mount &amp; configure time clocks (if being used)</li> <li>Complete e-Learning videos</li> <li>Attend administrator training</li> </ul>	<ul> <li>Solution overview</li> <li>Testing workshops</li> <li>User Acceptance Testing (UAT)</li> <li>Conduct internal training</li> <li>Parallel test periods</li> </ul>	<ul> <li>"Go live"</li> <li>Production live signoff &amp; acceptance</li> <li>Employees using Workforce Ready</li> <li>Additional training, if needed</li> <li>Process 1st &amp; 2nd payroll</li> <li>Transition to Kronos Global Support (KGS)</li> </ul>	<ul> <li>Modules         <ul> <li>ACA Manager</li> <li>Leave Manager</li> <li>Compensation Manager</li> </ul> </li> <li>Functionality         <ul> <li>Open enrollment</li> <li>Life events</li> <li>Hiring</li> <li>Performance review</li> </ul> </li> </ul>

<sup>\*</sup> Your Workforce Ready Implementation time line may vary from this sample time line depending on the products you purchased.

# **Getting Started with Kronos Workforce Ready Implementation Services**

# Start Planning. Start Strong.

In your planning phase — the foundation of your implementation — you will attend the Getting Started webinar, watch essential implementation videos, complete checklist items, and meet your project manager. All of the tasks in the planning phase prepare you for a productive kick-off call and lay a solid foundation for a streamlined implementation.

- Attend Getting Started webinar
- Define your internal implementation team
- Access Workforce Ready sandbox and view e-Learning videos
- Gather checklist items and deliverables
- Project manager introduction
- Schedule Kick-off



John Woronkewych, Manager of I.S., CCT



"Most impressive was the Kronos implementation of our needs into the software. Their project management and attention to detail assured us throughout the implementation process that we were on the road to success."

Source: John Woronkewych, Manager of I.S., CCT (200+ employees) Read John's five-star review on TrustRadius

# The information you need to feel confident about your implementation

Visit <u>Kronos Workforce Ready Implementation Services</u> online today to learn more about your Kronos implementation process.

Connect with Kronos customers, partners, and product experts on the Kronos Community.





Workforce Innovation That Works™

www.kronos.com



# WORKFORCE READY MARKETPLACE

The Kronos Workforce Ready® Marketplace offers preintegrated, best-in-class solutions that extend the features and functionality of your human capital management (HCM) solution.

### **OFFERINGS INCLUDE:**

- Cloud-based productivity tools >
- Travel and expense report management >
- Background checks >
- Employment eligibility verification >
- Job board integration >
- WOTC services >
- HR and payroll knowledge base >
- Benefits carrier integration\* >
- Telephony data collection systems\* >



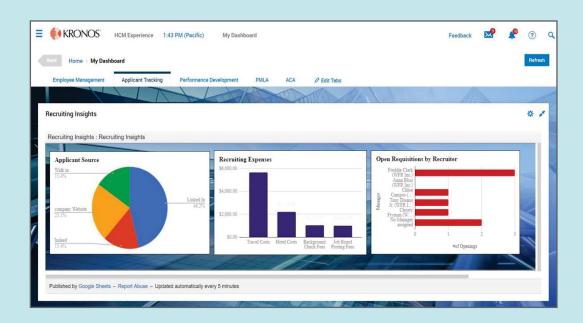
# EXTEND THE FUNCTIONALITY OF YOUR HUMAN CAPITAL MANAGEMENT SOLUTION

The Kronos Workforce Ready Marketplace is a portal that allows you to leverage preintegrated solutions available from Kronos and third-party vendors — right from the Workforce Ready user interface. Similar to a mobile app store, the Marketplace is your one-stop shop for applications and services, including expense report management, background checks, employment eligibility verification, and more, that extend the power and functionality of Workforce Ready to help you achieve even more effective human capital management.

The Workforce Ready Marketplace is designed for convenience and ease of use. There's no need to download software, deal with configuration and integration, or execute sales contracts. Simply browse through the Marketplace, add solutions to your Workforce Ready account, and activate them directly from within the application. It's the fast, simple, and hassle-free way to extend your human capital management capabilities with complementary solutions.

# **G SUITE BY GOOGLE CLOUD**

The G Suite by Google Cloud is a cloud-based set of productivity tools designed to provide organizations of all sizes with easily accessible options for word processing, spreadsheet creation, scheduling, file sharing, and many other important daily tasks. Workforce Ready is seamlessly integrated with Google Cloud, allowing improved HR, recruiting, talent management, compliance, and workforce management processes within familiar G Suite apps and mobile devices. For example, employee work schedules created in Workforce Ready are automatically and instantly synced to employees' individual Google calendars. Managers can combine report data from Sheets and display the information as a chart or graph on the Workforce Ready dashboard. Administrators can use Forms to easily capture data updates from employees and import that data directly into Workforce Ready.



With more than 2 million paying organizations actively using G Suite, Google research suggests that organizations using the cloud, regardless of size, grow 26% faster and are 21% more profitable than organizations that do not.<sup>1</sup>

# **PRICING**

- \$0.25 per employee per month
- \$3 setup fee per employee up to 600 employees
- \$5 setup fee per employee over 600 employees

These prices reflect the rates for U.S. customers and do not include Google licenses, which are required for this integration to work.

### CONTACT

**Rick Buono**, Product Manager, Workforce Ready HR +1 978 226 8705; richard.buono@kronos.com

# **CERTIFY**

Certify provides everything your organization needs for effective travel and expense management in one simple, scalable, cloud-based solution. It automates expense report creation and submission for the employee, provides an online review and approval process for managers, and streamlines the processing and reimbursement process for finance professionals. Auto-generated reports and mobile expense management eliminate the need for paper receipts and spreadsheets. On-demand reporting and analytics provide valuable insight into your travel and expense spending. And automatic notifications and robust accounting controls help you consistently enforce your travel and expense policies for increased compliance.

Travel & expense made easy

Home Travel Wallet Analytics

Approve Expense Report

Status Pending Approval
Current Approver John Smith
Department Marketing (Marketing)
Summary Robert Mettle Disapproved
April Expenses
4/1/2018 - 4/15/2018
Random items
Print Report
Submit for Reimbursement

Disapprove Report

My Approval Requests
Approval History

Approval History

Approval History

Approval History

Full Approval History

Send Email to All
Full Approval History

Disapprove Report

According to a 2017 Certify study, 70% of companies **recouped their investment costs in one year or less** after switching to an automated expense reporting system.<sup>2</sup>

# **PRICING**

- \$100 per month (includes 15 expense reports)
- \$6 per report a 25% discount for Marketplace customers (for anything over 15 reports)

Other services, including credit card integration, custom accounting feeds, travel booking services, user training, and custom implementation services, are available as needed for an additional charge.

### CONTACT

Mic Harris, Business Development Manager +1 207 773 6100 x234; mharris@certify.com

# easyBACKGROUNDS

easyBackgrounds can help you get qualified, honest employees onboard quickly and easily with an intuitive background check system. Using the latest technology to search nationwide and beyond, easyBackgrounds delivers the information — employment and education verification, identification and criminal record searches, license and certification confirmation, driving history, professional reference checks, and more — you need to make smart hiring decisions. Tight integration between easyBackgrounds and Workforce Ready makes employee record keeping simple and seamless. Background check reports are automatically saved within Workforce Ready employee records for easy access and reference.

Profile Information Name: Robert Ice DOB: 05/05/\*\*\*\* Date Ordered: 07/25/2016 Date Completed: 07/25/2016 IJ Gender: The following are included in this report: Detail Search Type Status Instant Address History/SSN Complete Trace Instant Address History/SSN Trace Social Security Number Name Robert Ice DOB 05/05/\*\*\*\* Search ID 1519919 Date Ordered 07/25/2016 Date Completed 07/25/2016 Results Valid SSN ves State Issued Ohio Date Issued 1963

According to easyBackgrounds, the average cost of a single employee fraud case is \$145,000, and the retail sector alone lost \$32 billion in 2014 due to employee theft. All this can be prevented with a background check costing less than 1% of an employee's annual salary.<sup>3</sup>

# **PACKAGE FEES:**

- Basic Criminal Record Search \$29.50
- Enhanced Basic Criminal \$37.20
- Basic with Driver History \$32.50
- Enhanced Driver \$39.50
- Vulnerable Population \$31.25
- Enhanced Vulnerable Population \$40.20

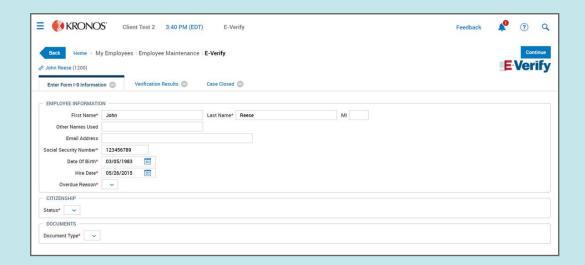
Individual search options are also available outside of or in addition to packaged offerings.

### CONTACT

**Keen Hahn,** Product Marketing Specialist +1 978 947 4249; keen.hahn@kronos.com

# **E-VERIFY CONNECTOR**

United States law requires companies to employ only individuals who may legally work in the U.S. — either U.S. citizens or foreign citizens who have the necessary authorization. E-Verify is a fast, accurate online service that compares information from an employee's Form I-9 to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The E-Verify Connector provides tight integration between E-Verify and Workforce Ready, making employee record keeping a seamless process. With E-Verify Connector, employment eligibility reports are automatically saved within Workforce Ready employee records, where they can be easily accessed and referenced for compliance purposes.



Monetary penalties for knowingly hiring and continuing to **employ unauthorized workers** under the Immigration and Nationality Act range from \$375 to \$16,000 per violation, with repeat offenders receiving penalties at the higher end.<sup>4</sup>

# **PRICING**

\$2.50 per verification

### CONTACT

Kronos Workforce Ready Support Services +1 800 394 4357

# **eQUEST ADVANTAGE NETWORK**

The eQuest Advantage Network is a cloud-based service that can be used to post job requisitions to a network that includes over 8,000 free career sites. The network is composed of major job board aggregators and national outreach career sites. Each job is reviewed by eQuest to make sure that it is sent to the best corresponding career sites. This is done by reviewing the listed job title, skills, and location and sending your job to the best applicable network locations including internet search engines such as Google, Yahoo, and Bing. There is no cost to post a job to the Advantage Network. The post will include your tracking link and URL so when candidates apply for the job, they will be automatically redirected to your applicant login portal.

**●** KRONOS Welcome to Workforce Ready 2:21 PM (Eastern) Job Requisition Home > Recruitment > Job Requisitions | Job Requisition Job Requisition #: 151240745 Instructions @ Edit Tabs Job Requisition JOS LOCATION 3040 Route 22 Internal & External --Branchburg, NJ 08876 United States Active 2 12/14/2017 VisibilityDates From Budgeted 🗹 eQuest (i) By clicking on the eQuest checkbox, you are agreeing to send the selected job requisition to the eQeust Advantage Network. The Advantage Network includes over 8000 free career and Applicant Questionnair diverse sites. The Network is comprised of: Is Questionnaire Required for Interna · Major job board aggregators · National outreach career sites. · Diversity sites · Veteran sites · LGBT · Disabled Job Categorie · Local community-based organizations Each job is reviewed to make sure that it is sent to the best corresponding career sites. This is done by reviewing the listed job title and location, and sending your job to the best applicable network locations, including Internet search engines like Google, Yahoo, and Bing. There is no cost to post this Job to the Advantage Network.

75% of employers said **they've hired the wrong person** for a position, and one bad hire **cost nearly \$17,000 on average** when negatively affecting business.<sup>5</sup>

# **PRICING**

 FREE to post a job to the eQuest Advantage Network

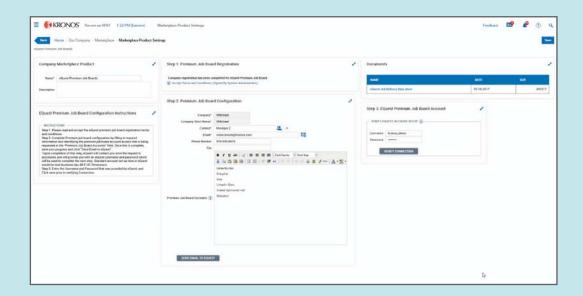
### CONTACT

**Keen Hahn,** Product Marketing Specialist +1 978 947 4249; <u>keen.hahn@kronos.com</u>

# **eQUEST PREMIUM JOB BOARDS**

In today's candidate-driven job market, you want to get as much exposure as possible for your job openings and attract candidates that fit your job criteria. eQuest is the world's largest job delivery company, providing global job-posting distribution and recruitment services. The eQuest premium job board integration reduces the administrative effort associated with sourcing top candidates by automating and streamlining the job-posting process.

By seamlessly integrating eQuest within Workforce Ready HR, recruiters now have a single source to build job requisitions and post listings to premium job boards (such as Monster, Indeed, and CareerBuilder) to attract and hire top talent. Instead of manually posting jobs to individual job boards, you can now build and post requisitions to specific boards from a single screen.



Nearly half (48%) of U.S. hiring decision makers report they don't see enough qualified candidates.<sup>6</sup>

# **PRICING**

• \$12 flat fee per job requisition posted

This fee remains the same regardless of the number of premium job boards the req is being posted to. An additional \$12 flat fee will apply if you later make an additional posting of the same req on different sites or update your original posting.

### CONTACT

**Keen Hahn,** Product Marketing Specialist +1 978 947 4249; keen.hahn@kronos.com

# TAX CREDIT CO.

Tax Credit Co. provides you with an integrated solution for managing Work Opportunity Tax Credit (WOTC) screenings and claims within Workforce Ready, allowing you to quickly and automatically identify credit opportunities and maximize your hiring budget without paperwork or in-depth research into state and federal regulations.

**Integrated screening:** Seamless online survey experience that fits within your application process and lets applicants complete WOTC screening and sign required forms fast.

**Calculations and reports:** Automated and accurate forecasts of your earned credit value, reporting on pending applications, and alerts for HR managers and field operations on action items.

**Data export and delivery:** Easy data export from Workforce Ready and full-service submission of WOTC applications to appropriate government agencies, evaluation of payroll data to calculate and deliver tax credits monthly, and annual package creation containing all forms needed to support tax return submission and your company's WOTC claims on its tax return.

 \$1,200 to \$9,600 per qualified employee, with most qualified employees generating up to \$2,400 in tax credits.

# **PRICING**

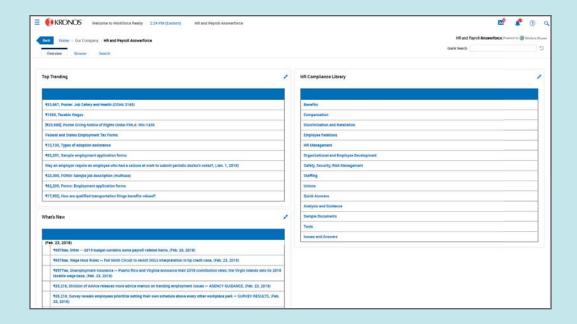
Tax Credit Co. has no upfront costs or setup fees. Instead, their fee is percentage-based and is contingent upon the credits awarded to you. Tax Credit Co. will negotiate this percentage with you, as it varies based on your organization's size, industry, and turnover rates.

### CONTACT

Matt Kelm, Director, Strategic Alliances +1 323 238 3261; mkelm@taxcreditco.com

# HR AND PAYROLL ANSWERFORCE

HR and payroll professionals need accurate, up-to-the-minute information to effectively navigate a fast-changing, complex regulatory environment. Kronos HR and Payroll Answerforce™ is a rich knowledge base that helps you stay on top of the latest information regarding compensation, benefits, employment law, and federal, state, and local regulations. Powered by Wolters Kluwer, a leading provider of intelligent information and digital solutions for legal and business professionals, HR and Payroll Answerforce provides instant access to current industry news, regulatory updates, pay calculators, and more. It's a valuable online resource center that can help you work smarter and stay informed about what's happening in your field.



HR and Payroll Answerforce includes more than **15,000 documents**, with eight to 20 new articles added every day. It also provides access to over **900 helpful HR tools**, including sample policies, forms, agreements, and checklists.

# **PRICING**

• FREE for any number of users

### CONTACT

Kronos Workforce Ready Support Services +1 800 394 4357

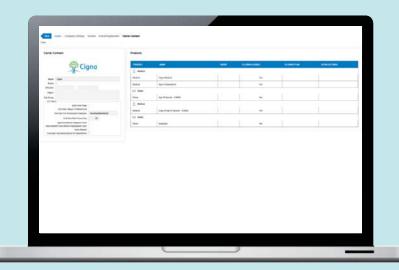
# **EVERYTHINGBENEFITS**

EverythingBenefits enables you to streamline benefits processes, reduce noncompliance risk, and lower benefits administration costs through a single Marketplace solution.

**Carrier connection/feeds:** Quickly and accurately deliver benefit enrollments, changes, and terminations directly to insurance carriers without any paper forms or manual data entry.

**COBRA administration:** Monitor for COBRA-qualifying events, maintain communications with qualified beneficiaries, and collect/remit insurance premium payments, reducing your risk of noncompliance.

**401(k)/retirement plan integrations:** Automatically reformat and securely deliver employee contributions/deductions to financial institutions with 180° integrations. Add automatic change updates from the retirement plan vendor with 360° integrations, allowing information to appear in Workforce Ready as new payroll deductions.



8 in 10 employers say **lowering** benefits administration costs is a top priority, but only half feel they have had much success.<sup>7</sup>

# **PRICING**

- Carrier connection: \$1,000 implementation per connection, \$1.50 PEPM
- COBRA administration: \$1,000 implementation, \$1.50 PEPM
- 401(k)/retirement plan integrations (180°): \$1,000 implementation, \$1.50 PEPM
- 401(k)/retirement plan integrations (360°): \$2,000 implementation, \$1.50 PEPM

# CONTACT

**EverythingBenefits Sales Team** 

+1 800 689 3568 x1;

bizdev@everythingbenefits.com

# **eBENEFITS NETWORK\***

The eBenefits Network (eBN) is a cloud-based service that automates electronic benefit enrollment data management through seamless, secure, and compliant integrations between Workforce Ready and all of your benefit insurance carriers and providers. eBN simplifies benefits administration, reduces error-related premium costs, and improves employee service by automatically extracting the enrollment data already in Workforce Ready and sending it to your carriers on your behalf. It also reduces HR's administrative burden by eliminating the need to prepare and update enrollment reports for carriers or perform duplicate data entry into carrier web portals. And because eBN supports over 300 insurance carriers, including health, dental, vision, life, disability, COBRA, and other types of plan providers, you can trust the service to meet your evolving benefit carrier integration needs.

Organizations spend an average of 19% of an employee's annual salary on voluntary benefits.8

# Workforce Ready Employee Enrollment Data Workforce Ready Calculate Wedical Vision Dental Life \$401k, FSA

Cloud-Based • Automated • Employee Enrollment Data Exchange

# **CONNECTION SERVICES**

- Client-carrier connection setup service per connection: \$1,250
- Production fee per eligible employee: \$0.35–\$1 (volume based)

## **CONTACT**

**Tom Tillman,** VP Business Development +1 813 504 0414;

ttillman@ebenefitsnetwork.com

<sup>\*</sup> Services are purchased directly from vendor, not through the Workforce Ready Marketplace. Vendor works directly with Workforce Ready customers for pricing, orders, and invoicing.

# **ASHER GROUP**\*

The Asher Group has teamed with Kronos to create a seamlessly integrated telephony data collection solution for Workforce Ready customers. The Asher system allows your employees to enter time and attendance information and communicate labor information using the keypad on a touch-tone or mobile phone. Employees can clock in by phone, and their punches will automatically appear on your Workforce Ready control panel. Specified access and a voice-recording option help to prevent fraudulent punches, while PIN-based security eliminates the need for badges. Customizable call menus allow you to provide high-performance access — even at peak usage times. Whether you need simple data collection or more comprehensive employee self-service, Asher Group can quickly deploy a telephony system that is fully integrated with your Workforce Ready applications.

With the Asher telephony solution, employees can **automatically clock in** to a specific cost center based on the number from which they are calling.

# **PRICING**

- \$90 Asher Group setup fee per line
- \$36 per line per month
- \$1.25 per employee per month (local line) or \$0.15 per minute measured in 30-second increments (toll-free line)

Dependent on call type(s), number of dedicated telephone numbers, and amount of custom development required.

### CONTACT

Please contact your Kronos sales representative.

# **EXPAND YOUR OPTIONS**

# with best-in-class solutions from the Workforce Ready Marketplace

Kronos® is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works™**.



Put Kronos Workforce Ready to work for you: +1 800 225 1561 | kronos.com/workforceready



Workforce Innovation That Works™

# Workforce Central and Workforce TeleStaff Specific Attachments





# **WORKFORCE CENTRAL 8**

DATASHEET

### What's New?

Built on a foundation of exceptional performance and reliability, Kronos® Workforce Central® 8 delivers new features and functionality that help free you to manage your workforce without limits — increasing your ability to control costs, improve productivity, and minimize compliance risks.

Workforce Central 8 is a complete workforce management solution that allows employees and managers to focus on business goals without being limited by outdated systems and manual processes — regardless of industry or region. In this latest release, we've included the features you've asked for: a simple, intuitive user interface; stronger functionality for solving industry-specific issues; insightful reporting and analytics; and the ability to meet global compliance requirements.

Discover Workforce Central 8: No boundaries. More possibilities.

### Intuitive User Experience

Workforce Central 8 features a reimagined user experience with significant enhancements to primary screens, including Timecards, Genies, Scheduling, and Activities. With its intuitive new look and feel, everything is just easier in Workforce Central 8:

- Advanced HTML5 core technology offers compatibility across a wide range of devices
- Employee photos help managers quickly find key employees, help prevent errors and buddy punching at Kronos InTouch® terminals, and engage employees by personalizing their experience
- **New Genies** help users easily group, filter, and summarize data as if it had first been exported to a spreadsheet, allowing users to solve problems quickly and effectively

### ▼I John Harrison ACME Co. Workspaces 9 Sian Out Manager Workspace Home 回禁 My Genies Loaded 10:30am All Persona QuickFind List . Current Scheduled Pay Period / All Home \* 20 111+ O Н Select All Filter Schedule Absence Refresh **Primary Labor Account** Pay Rule **Worker Type** Name ID **Assigned Manager Base Rate** Baker, Eddy US FLSA 25.00 007108 Groundskeeping/Gardener Martin, Eric Hourly Brown, Elizabeth 007126 Cafeteria/Dishwasher Martin, Eric US FLSA Project 27.00 Carter, Anne 007125 Cafeteria/Cook Martin, Eric US FLSA Project 24.50 Edwards, Nancy 007122 US FLSA Cafeteria/Cashier Martin, Eric Hourly 22.75 007127 US FLSA 23.00 Fisher, Eustace Groundskeeping/Lawn Mower Martin, Eric Project

Genies allow you to group and filter data in a familiar spreadsheet view.

# **Key Benefits**

- > INTUITIVE USER EXPERIENCE for both employees and managers that extends across multiple devices for anywhere, anytime access
- > ENHANCED INDUSTRY CAPABILITIES
  to help you drive revenue, reduce costs,
  and improve customer satisfaction
- > INSIGHTFUL REPORTING AND
  ANALYTICS to help you make better
  decisions faster
- > EXPANDED GLOBAL CAPABILITIES to deliver best business results wherever you do business

### **ENHANCED TIMECARD CAPABILITIES**

Improvements in Workforce Central 8 provide more efficient and flexible timekeeping. For example, the Manager Timecard is end-user configurable and printable. Timecard Editor has been updated on HTML5 and includes dedicated buttons for traditional timecard tasks and add-ons to easily view timecard details. And the Audit feature enables managers and employees to view such details as comments, corrections, requests, timecard sign-off and approvals, and pay code and punch edits to easily spot issues and see patterns or trends in the data.

In addition, the once-complex process of historical timecard corrections has been redesigned and is now a simple, intuitive task. Users can select any previous pay period and perform such edits as entering missed punches or modifying vacation amounts.

Managing shifts in Workforce Central 8 is easier, too. With flexible open-shift management, managers can access a new Open Shifts section when approving time-off requests that allows them to decide whether to create open shifts for each date in the request.

### **GOING MOBILE**

In today's workplace, mobile access isn't just a convenience. It's the preferred method of interaction. In response, Workforce Central 8 now includes improved mobile capabilities for anywhere, anytime access.

New offline punching capability allows you to continue working without a phone network or application server access. In offline mode, your device stores data until the next time it connects to a network. Once reconnected, the data is then recorded with the proper timestamps.

Kronos mobile and tablet solutions also now feature Geosensing and Geofencing capabilities. Geosensing allows a tablet user to define a perimeter around a particular location point so they can see data relative to their location. Geofencing allows managers to confirm that employees are actually where they say they are via mobile.

Employees and managers can now edit punches, transfers, pay codes, comments, and notes for hourly timecards — all from the convenience of their mobile devices. Employees can also utilize self service to request changes in their schedule from their mobile device.

Additionally, employees and managers may now view and edit Project Timecards from their mobile and tablet devices. This includes the ability to approve and sign off on timecards and edit durations, transfers, pay codes, comments, and notes.

### **KRONOS ENTERPRISE ARCHIVE**

To improve application performance and streamline upgrade processes, Workforce Central 8 introduces Kronos Enterprise Archive™. This feature allows organizations to keep current production data and archive less important historical data. And it combines high-performance bulk archive capability with enterprise scalability and the ability to work in the cloud so users can archive and purge with zero downtime.

In addition, users can now read archive data from within the application as needed. The process is completed with one virtual archive and provides the option to archive to a file system or a database.

### **Enhanced Industry Capabilities**

Workforce Central 8 is a complete solution — and nowhere is this more evident than in its improved industry capabilities. In the past, organizations were forced to implement multiple workforce management solutions to meet a variety of needs unique to their industries. Now, Workforce Central 8 delivers new, more flexible functions to meet the needs of all the industries we serve:

### SELF-SERVICE EMPLOYEE SCHEDULING

Workforce Central 8 provides employees with powerful new self-service capabilities, including visibility into location schedule information and coverage. Employees can now help create their own schedules in a familiar weekly or monthly calendar view while viewing relevant information of colleagues working at a particular location.

Employees can now utilize self-service to drive changes in their schedule. For example, swapping shifts, requesting time off, changing availability, or requesting an open shift. Self-service empowers the employee to make these requests simple and easily, from their mobile devices. This results in higher retention and greater recruiting. It improves the productivity of both the manager and the employee as well.

### PROJECTED OVERTIME

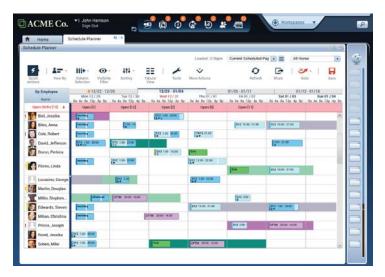
Workforce Central 8 fully automates the process of totaling actual hours worked with remaining scheduled hours for a selected time period. Users now have easy visibility into these metrics in the one place they need it most: the schedule screen.

Managers and schedulers have access to new overtime rule violations to make more efficient scheduling and staffing decisions, resulting in less unplanned overtime, less wasted labor expense, and happier employees. Less unplanned overtime also reduces the risk of accidents that stem from a fatigued workforce.

### **FATIGUE MANAGEMENT**

Workforce Central 8 has a solution for all industries that wish to minimize fatigue in the workplace. Powerful new scheduling rules help improve employee satisfaction, increase workforce productivity, and minimize safety threats and compliance risk. You can now proactively generate best-fit schedules that comply with your organization's specific fatigue management guidelines.

- Track: Set parameters for minimum intervals between shifts and maximum hours scheduled in a period and monitor real-time totals for employee hours worked and remaining schedule
- Alert: Use scheduling rule violations to send proactive alerts to managers when employees approach undesired thresholds
- Adjust: Use advanced scheduling capabilities such as SMS Quick Fill, Call Lists, and the Staffing Management feature to help guide managers in making schedule changes that ensure fatigue guidelines are being met



With the new release of Workforce Scheduler, you can manage everything from employee fatigue to projected overtime.

### **LEADERBOARDS**

With the introduction of game design and game thinking concepts to workforce management, our innovative new leaderboard feature rewards and recognizes employees, managers, and teams for positive job performance and for complying with an organization's time and attendance requirements. Leaderboards in Workforce Central 8:

- Empower employees to participate in company wide challenges
- Engage and motivate employees and teams through positive reinforcement of policies and procedures to foster a sense of structure, success, and accomplishment
- Help organizations achieve better attendance and on-time performance, allowing them to better control coverage issues and labor budget costs, and drive more efficient closing of pay period cycles for improved business results

### Industry-Specific Solutions

As a single, complete workforce management solution, Workforce Central 8 is designed to enable better business outcomes for organizations in all of the industries Kronos serves.

Enhanced Task Management for Retail and Hospitality offers a more granular view of hours required to perform customer-facing, noncustomer-facing, and project-oriented tasks for making more intelligent staffing decisions. New task-driven workload functionality uses labor standards and Kronos forecasting information to provide guidance to ensure the right people are assigned the right tasks at the right times.

**Current Week Reforecasting for Retail and Hospitality** enables reforecasting of a week in progress based on the most recent data available to reflect unexpected outside influences such as weather, competitive activity, or other trends.

**SMS QuickFill for Retail and Hospitality** allows organizations to automate the process of filling open shifts by sending SMS messages out to employees based on staffing assignment business rules.

Advanced Staffing and Predictive Scheduling for Healthcare provides predictive volume forecasting to more accurately predict fluctuating workload volumes, quantification of workload intensity to assign the right nurse to the right patient, and shift-based productivity tracking for better clarity into operational challenges.

Grant & Project Tracking for Public Sector and Services & Distribution offers users an even more effective solution for tracking labor to projects and grants. Built upon existing Workforce Activities™ functionality, Grant and Project Tracking is a unique way to measure how labor aligns with key metrics such as budget, planned hours, and results to promote fuller resource and grant fund usage.

# **Insightful Reporting and Analytics**

In Workforce Central 8, reporting and analytics functions have been advanced to give users the data they need and in ways that work best for them.

### **OPERATIONAL REPORTING**

To enable efficient and effective problem-solving and insight into trends and issues, Workforce Central 8 now has an Excelbased solution that delivers editable standard templates through the reporting workspace. Users may now edit the underlying templates of each report to include only the data they want to see. By downloading the report and having the ability to modify it, users can easily meet their specific reporting needs.

### **WORKFORCE ANALYTICS 8**

Organizations accumulate vast amounts of transactional workforce data, but gaining value from it can be challenging. Workforce Analytics  $^{\text{M}}$  8 provides new capabilities that simplify access, enhance analysis, and deliver profound insight to common business issues that impact your bottom line every day.

- Visually Compelling Insight Built on the MicroStrategy™
  platform, Workforce Analytics 8 is loaded with features
  that include GIS map integration, multiple data feeds,
  and easier navigation.
- Attendance Data Integration Now you can understand the effectiveness of your attendance policies and gain insight into incident trends, duration of attendance actions, and more.
- Strategic Insight with Workforce Plug-ins New to Workforce Analytics, Workforce Plug-ins are service offerings that include bundled reports, analysis, and dashboards targeted for specific business problems. Current Workforce Plug-ins include Workforce Deployment, Labor Cost Variance, and Core Practice.

# **Expanded Global Capabilities**

With Workforce Central 8, Kronos continues to extend its competencies to meet customer requirements across the globe with one complete solution for all.

### SUPPORT COMPLIANCE AND FLEXIBLE SCHEDULING

Work rules vary greatly by country, especially when it comes to rest between shifts and number of hours worked in a period. Workforce Central 8 provides new international scheduling rules to plan and execute employee schedules that comply with country-specific legislation, collective agreements, and company policies.

- New rest rules in Workforce Central 8 allow organizations
  to set guidelines on either time off between shifts or
  within a period of time, such as 24 hours. Rest rules
  automate the process of creating flexible schedules
  that minimize fatigue, raise employee satisfaction, and
  maintain compliance.
- New period rules define a minimum or maximum number of hours for employees to work in an extended period of up to one year. These rules can also be set up to track average hours worked across a rolling period of time.
- New leave rules to support the many different calculations of paid leave based on local regulations.

As with pre-existing scheduling rules, the enhanced scheduling rules in Workforce Central 8 include scheduling rule violations and alerting capabilities for managers and schedulers.

### No Boundaries, More Possibilities,

With the release of Workforce Central 8, Kronos continues to lead the industry in delivering solutions that address the changing needs of organizations around the world. Workforce Central 8 provides unmatched functional depth, an unrivaled user experience, comprehensive global capabilities, and proven cloud delivery — allowing organizations to manage their workforce without compromise — regardless of needs, industry, location, or how they choose to access or deploy the software.



Workforce Innovation That Works™



# Workforce HR and Workforce Payroll

# Gain complete control over your HR and payroll processes

The Kronos® Workforce HR™ and Workforce Payroll™ solution is an integrated human resources, benefits, and payroll software application that gives your organization flexible control over your HR processes. Providing complete automation and high-quality information, this innovative solution helps you control costs, minimize compliance risk, and improve productivity while reducing total cost of ownership.

Workforce HR and Workforce Payroll provide easier access to employee information in a way that is consistent with other modules, so users can be productive immediately — with no learning curve for those already using the Workforce Central suite. And with advanced security, you can rest assured that your workforce data is safe and secure.

# A single, integrated HR and payroll solution

Bringing you the benefits of seamless integration, complete control, and unparalleled flexibility, our Workforce HR and Workforce Payroll solution helps your organization increase efficiency and improve decision making for more effective workforce management.

**Complete control:** Gain complete control over the creation, collection, and protection of your employee and payroll information — from hire to termination.

With more than 150 standard reports, our payroll solution lets you control how you use your information, too. At last, you can end your reliance on payroll service bureaus. Fully control implementation of your payroll procedures. And realize significant cost savings.

**Flexibility:** We'll configure the Workforce HR and Workforce Payroll solution using a simple, rules-based approach to meet your automated-workflow needs — from position, performance, and compensation management to benefits administration. And it's equally simple to configure employee self-service capabilities to facilitate regulatory compliance and improve the user experi-

ORGANIZATION OUTLINE

ence. What's more, the solution's flexible design permits straightforward integration with third-party applications.

Everything you need — from benefits enrollment to performance reviews — is at your fingertips for optimal control and efficiency.

# Search employees 43 Direct Reports CNA-North-MS1 Serena Burney CNA-North-MS2 Organization Healthcare I North-Ms2 Organization Healthcare I North Hospital Supervise 6 Year(s) 9 Month(s) Primary Position RN-North-MS2 Organization Healthcare I North Hospital Supervise 6 Year(s) 9 Month(s) EMERGENCY CONTACTS PHONE LIST PHONE LIST A allemployees (a) 3) 333-1212

EVENT SCHEDULE

COMPENSATION

TRAINING & DEVEL POMENT

# **Key Benefits**

CONTROL LABOR COSTS: A single, integrated platform minimizes errors and eliminates service bureau fees for lower cost of ownership

- » MINIMIZE COMPLIANCE RISK: Centralized policy administration drives more consistent enforcement
- » IMPROVE WORKFORCE PRODUCTIVITY: Automated processes, configurable workflows, and self-service reduce administrative burdens

### Workforce HR

Automates administrative processes and provides you access to the information needed to reduce errors, enforce policies consistently, and build your business.

**Applicant tracking:** Create requisitions, post jobs, track and process job applicants, and automatically load newhire information into payroll

**Employee management:** Manage employee personal data, profiles, and organizational and job information

**Position management:** Create and modify jobs and pay grades

**Benefits management:** Automate open enrollment and pay vendor invoices directly from the system

**Performance management:** Automate workflows for timely performance reviews

**Compensation management:** Plan compensation budgets, involving the appropriate levels of management

**Training tracking:** Keep employee skills, licenses, and certifications up to date

**HR Business Intelligence:** Create dashboards and visualizations as well as leverage flexible options including standard, ad hoc, and custom reports and views with effective dating

**Compliance:** Enforce policies, rules, and regulations consistently and accurately

**Attendance administration:** Perform basic attendance and accrual tracking

**Configurable employee profiles:** Include comprehensive information on each employee — including photo, job details, benefits, compensation, and performance reviews — per your organization's policies

**Skill to Schedule:** A link between Workforce HR, Workforce Timekeeper, and Workforce Scheduler that allows HR Administrators to manage skills, certifications, and licenses

# **Workforce Payroll**

Manages all of the complex information required for you to administer and complete payment of wages, bonuses, and other forms of compensation.

- Compensation-, tax-, and deduction code-compliant library
- Automated gross to net calculations
- Unlimited trial payrolls
- Multi-EIN and reciprocity
- Tax filing, W-2s, and legislative updates
- Comprehensive general ledger costing
- Payroll exception processing
- Garnishment processing
- Standard, ad hoc, and custom reporting with effective dating and audit trail
- Choice of paper or paperless payroll
- Mobile and tablet support

# Integrated self-service capabilities

Employee and manager self-service, integrated into the Kronos HR and payroll software solution, provides seamless access to both benefits and pay information — connecting employees to their managers and managers to their employees. Accessing self-service on a desktop or through the Workforce Mobile application empowers employees to manage benefits selections, make changes to direct deposit and personal information, view pay stubs and earning histories, and even use the paycheck calculator to model how changes in deductions will affect paychecks. Self-service allows managers to see the compensation and historical data of direct reports, initiate the performance review process, and respond to employee requests for time off and leave.

### An integral part of the easy-to-own Workforce Central suite

The Workforce HR and Workforce Payroll software solution is an integral component of the Kronos Workforce Central® suite, which also includes applications for time and attendance, scheduling, absence management, hiring, and labor analytics.

Put Kronos Workforce HR and Workforce Payroll to work for you:

+1 800 225 1561 | kronos.com/workforce-hr or kronos.com/workforce-payroll



Workforce Innovation That Works™



# **Workforce Scheduler**

# Put the right person in the right place at the right time for the right cost

Employee scheduling has a direct impact on your organization's bottom line. Not enough people working? Productivity, morale, and profits suffer. Too many people working? Employees are standing around on your dime. The wrong people working? Your risk of employee grievances, labor law violations, and quality issues soars.

Kronos® Workforce Scheduler™ gives managers the tools and information they need to plan accurately and execute intelligently. This proven solution takes the guesswork out of scheduling to help your organization control labor costs, minimize compliance risk, and improve workforce productivity.

# Plan accurate schedules that align labor with anticipated demand

Efficient, profitable operations require schedules that align labor supply with business demand to reduce overstaffing and understaffing and that minimize reliance on overtime and supplemental labor. Workforce Scheduler's powerful scheduling engine takes into account anticipated demand based on historical trends and creates schedules that automatically adjust your labor to meet that demand.

With just a few clicks, you can automatically calculate how many staff you'll need by job to cover workload, sort through employees to identify the most appropriate candidates, and generate a best-fit schedule. Demand-based scheduling algorithms take into account employee availability, seniority, skills and certifications, rest rules, labor laws, and organization policies, eliminating common errors that result from manual or partially automated scheduling processes.

# 

# **Key Benefits**

- MINIMIZE understaffing and overstaffing
- **» BALANCE COVERAGE** based on skills and proficiency levels
- **» REDUCE RELIANCE** on unplanned overtime and supplemental labor
- » FILL OPEN SHIFTS AUTOMATICALLY by sending text messages to qualified candidates
- » INCREASE EMPLOYEE ENGAGEMENT and reduce unplanned absences
- **MANAGE FATIGUE** to minimize safety threats and boost productivity

# Build highly effective teams

The Schedule-to-Skill feature enables managers to factor employee skills and proficiency levels into scheduling decisions to avoid assigning all inexperienced workers to high-demand shifts or all highly experienced workers to slower shifts. Instead of sorting through employee records to determine which workers have the right skills, managers can automatically align proficiency requirements by job or location for any time span to define the best labor mix based on forecasted demand.

# **Execute staffing decisions intelligently**

Effective scheduling is critical for optimizing business operations and controlling labor costs. But what happens when an employee calls in sick, equipment breaks, or workload shifts dramatically? Workforce Scheduler guides managers through intelligent daily staffing decisions so you can adapt to unexpected changes quickly and cost-effectively. View coverage gaps — in real time — across multiple groups, departments, locations, stores, and/or units. Then identify qualified candidates from available resources and transfer them into open shifts or understaffed areas with drag-and-drop ease.

Coverage graphs and the ability to view photos of scheduled employees next to shifts empower managers to respond intelligently to any scheduling challenge. Evaluate labor productivity with indicators that compare planned workload with actual workload, labor coverage, hours, and cost — at any organizational level. The metrics dashboard displays variances between planned, scheduled, and actual staffing to keep your business operating at peak performance.

# Minimize legal exposure and compliance risk

Workforce Scheduler helps you minimize exposure to costly, brand-damaging labor law violations by consistently enforcing regulatory, union, and organization policies and generating a complete audit trail of scheduling and staffing decisions. The solution automates error-prone processes and tracks individual seniority, requests, skills, and certifications so your organization can count on compliant staff schedules to ensure that employees are treated fairly. Powerful scheduling rules can handle work regulations, including those related to rest between shifts and number of hours worked in a period, which vary widely by country.

## Fill open shifts efficiently

Reduce the manual effort and cost involved in managing your staff using SMS Quick Fill™. Workforce Scheduler identifies the most suitable employees to fill an open shift — based on policies, skills, availability, and employee preferences — and sends a text message to the identified candidates. The system will assign the shift to the first employee to respond or to the most senior — whichever you prefer.



With Workforce Scheduler, everything you need for effective scheduling and staffing is available on a single screen. Features like flexible views, color coding, intuitive icons, and employee photos make it easy to plan and execute best-fit schedules that drive better business results.

### Manage employee fatigue

Improve employee satisfaction, increase workforce productivity, and minimize safety threats through better fatigue management. Set parameters for minimum intervals between shifts and maximum hours scheduled in a period. Use scheduling rule violations to send proactive alerts to managers when employees approach undesired thresholds.

# Engage employees with self-service and mobile

Workforce Scheduler's self-service capabilities allow employees to access their schedules from time clocks, desktops, or mobile phones. They can enter availability, define shift preferences, select and swap shifts, and request additional or partial shifts — all in a familiar calendar view. Employees can select shifts that make sense through visibility into coverage by location. By giving employees more control over their schedules, self-service can increase overall job satisfaction and reduce unplanned absences.

# Realize the power of integrated workforce management

Workforce Scheduler is part of the integrated Kronos Workforce Central® suite, which also includes Workforce Timekeeper™, the industry-leading time and attendance solution. When used together, these powerful solutions provide access to unified labor and operations data — in real time — to help you reduce costly errors; make better, faster decisions; and improve operational business outcomes for bottom-line results.

### **About Kronos**

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000° — use Kronos. **Kronos:** Workforce Innovation That Works™.

Put Kronos Workforce Scheduler to work for you:

+1 800 225 1561 | kronos.com/workforcescheduler





# **Workforce Timekeeper**

# Automate Time and Attendance Tracking for Bottom-Line Results

Labor is your organization's most valuable asset and its most controllable expense. Yet many organizations still rely on manual, semiautomated, or disparate systems to track employee time and attendance. These outdated approaches make it difficult to manage labor expenses or gain visibility into trends and activities that could be costing you money. That's why, for effective workforce management and accurate conversion of labor hours to payroll, error-prone spreadsheets, inconsistent data, and stale reports just won't cut it anymore.

The Kronos® Workforce Timekeeper™ solution enables you to track, manage, and control employee time and attendance data for uncompromised workforce management. It offers unmatched functional depth, proven global capabilities, and a superior user experience. Used by organizations of all sizes around the world, Workforce Timekeeper consistently applies configurable work and pay rules for increased payroll accuracy. It tracks and enforces complex compliance requirements, such as labor laws, union rules, and organization-specific policies. And it simplifies time-consuming administrative tasks so your staff can focus on value-added activities. No matter what industry you're in, this reliable, intuitive, and easy-to-own solution provides automated tools and high-quality information to help you control labor costs, minimize compliance risk, and improve workforce productivity.

# Control labor costs with complete automation

Workforce Timekeeper stores time and attendance data in a single, centralized platform that drives automated workforce processes and provides quick, easy access to meaningful labor information. A configurable business rules engine

# **Key Benefits**

### » CONTROL LABOR COSTS

 Automatically apply work and pay rules to reduce payroll inflation

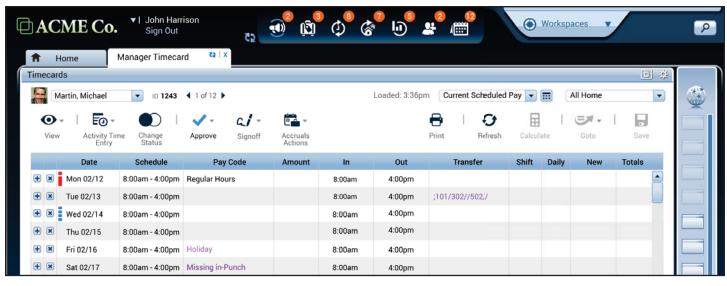
 Increase labor-costing accuracy, strengthen auditability, and reduce off-cycle paychecks

### » MINIMIZE COMPLIANCE RISK

 Centrally enforce labor laws, union rules, and organization-specific policies

### » IMPROVE WORKFORCE PRODUCTIVITY

- Automate and streamline time-consuming administrative tasks
- Gain real-time visibility into workforce data for improved decision making
- Increase employee satisfaction and user adoption rates



Workforce Timekeeper makes it easy for managers to view employee timecards and see exceptions such as missing, early-in, and late-out punches.

automatically applies complex work and pay rules at the time of punch to help reduce payroll inflation and eliminate manual errors for better control of labor costs.

With Workforce Timekeeper, your supervisors have seamless access to the real-time data they need to manage labor costs effectively. Learn an employee is tardy while there's still time to react. Adjust staffing levels, control punch-ins and punch-outs, and avoid unnecessary overtime costs. And quickly identify issues and variances so you can manage dynamically changing workforce needs without exceeding your labor budget.

# Minimize compliance risk with consistent policy enforcement

Create a culture of compliance with centralized labor policy control that keeps pace with changing regulations. Workforce Timekeeper consistently enforces federal, state, and local labor laws; collective bargaining agreements; and corporate policies across the organization and backs it all up with a complete audit trail. Are managers using the correct pay rate for each job? Are employees taking all required meal breaks? Workforce Timekeeper's automated enforcement eliminates subjective interpretation of pay rules and policies, promotes fair treatment of all employees, and minimizes the time you spend monitoring compliance and mitigating risk. The payoff? Fewer employee grievances and less costly litigation.

# Increase workforce productivity with intuitive tools

Workforce Timekeeper provides managers and employees with all the tools they need for accurate timekeeping in one convenient system. Multiple data collection options, including time clocks, web browsers, and mobile solutions, are available for recording time transactions. The system leverages configurable work rules to quickly identify labor issues and guide managers to an appropriate resolution. Role-based views show critical data just as you need it. Tailored ad hoc

query tools enable you to select the right set of employees in seconds. And on-demand reporting lets you see the big-picture perspective or drill down into the details for improved decision making.

By automating manual, time-consuming processes and simplifying reconciliation of labor hours to payroll, Workforce Timekeeper lets busy supervisors manage by exception instead of reviewing every employee timecard. A few minutes is all it takes to find and correct missed punches, respond to time-off requests, and flag and approve overtime. Guided workflows and proactive alerting via email or text provide the information needed to manage time and resources effectively. With actionable information at their fingertips, your supervisors will reach new levels of productivity and effectiveness — focusing more time on business goals and less time on administrative tasks.

# Improve employee satisfaction with instant engagement

Workforce Timekeeper delivers a consumer-centric user experience that increases employee satisfaction and drives high adoption rates. Convenient web-based or mobile self-service functionality instantly engages the entire workforce and gives employees greater access and control. Employees can see hours worked, check accruals, ask for time off and schedule changes, view earnings and benefits, and more — at work, from home, or on the road. No more waiting around for answers to routine questions, submitting paper forms, or tracking down managers to make simple requests.

Delivering rich functionality through an intuitive, easy-to-navigate interface, Workforce Timekeeper simplifies timekeeping tasks so managers get more done faster, and employees can count on a perfect paycheck. Built-in scheduling lets you create and edit daily employee schedules based on start times and punch-ins. And summarized views provide all supporting information needed to process employee requests in a single window.

# Reporting made easier with Operational Reporting

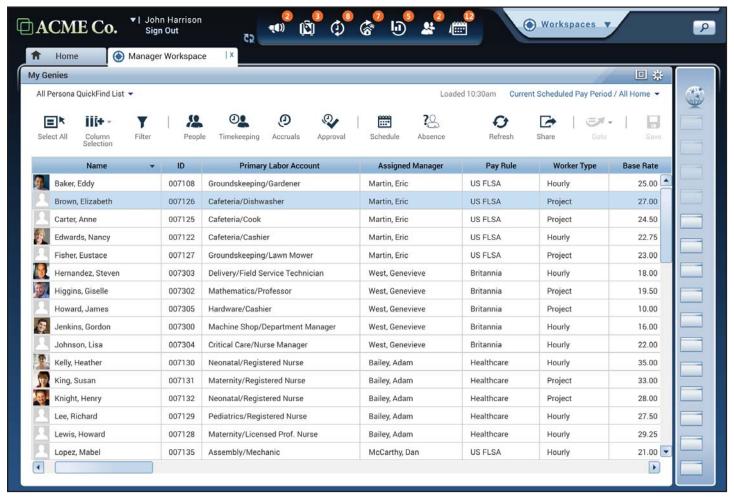
Kronos provides reports prepared in advance with data that has been requested by our customers. While these reports may be useful for your purposes, you also have the flexibility to edit the underlying templates that drive each report to pick and choose the data that you want to see. By downloading the report, copying, and modifying it, you can create a new report and import it back into the Kronos Workforce Central® suite.

# More accurate labor costing, strengthened auditability, and fewer off-cycle paychecks

In many cases, employees work several jobs, often in multiple departments. Managers need visibility into the entirety of these employees' schedules, yet they also require the ability to approve only those hours associated with their department. Multiple Approvals delivers this functionality to managers in any industry where this common situation occurs.

## Complete and in the cloud

Workforce Timekeeper is an integral component of the Kronos Workforce Central suite — a complete, integrated workforce management solution that also addresses scheduling, absence management, HR/payroll, hiring, and labor analytics. Anytime, anywhere access via desktop, mobile device, or tablet helps supervisors manage in the moment. A superior user experience boosts adoption rates and increases employee engagement. And exceptional services help unlock the value of your workforce management investment and deliver the experience you expect.



With Workforce Timekeeper, managers can view critical employee information at a glance via a flexible, intuitive interface.





# **Workforce Activities**

# Improving Workforce Utilization and Productivity

No matter what business you're in, labor costs are one of your biggest expenses. These costs are tightly intertwined with labor productivity, or the output from an employee over a specified amount of time. Gaining insight into the work performed allows you to improve the efficiency of your labor productivity while lowering or maintaining your labor costs.

But to see and track labor costs with precision, you'll need more than errorprone clipboards and notepads. Because antiquated manual systems won't give you the visibility into your operations you need. In fact, most of today's systems fall short.

The Kronos® Workforce Activities™ solution gives you the tools you need to automate and reconcile all your paid time to labor. With complete, real-time visibility into how your operations perform against productivity goals and benchmarks, you gain the power to make truly effective, knowledge-based decisions now — before your bottom line is at risk.

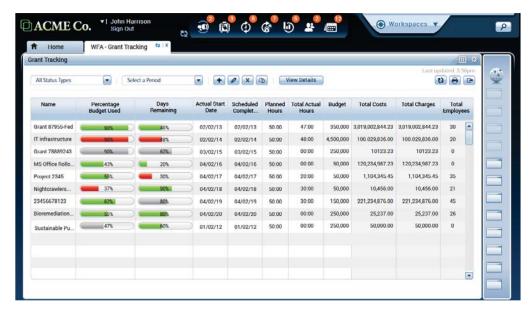
# Improve workforce performance

With Workforce Activities, there is no need to struggle to access labor information in multiple disparate systems. At any point, you can view the status of every grant, project, work order, or production operation in progress. Information is available as soon as it is captured by the system, not hours later. So you can recognize constraints and delays. Identify idle employees. And redeploy resources to proactively align capacity with demand. All this helps you determine which activities need attention, so you can easily make decisions to improve workforce performance.

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# **Key Benefits**

- » OPTIMIZE LABOR COSTS by reconciling all paid time
- » IMPROVE WORKFORCE PRODUCTIVITY and performance by spotting constraints and delays
- » IMPROVE WORKFORCE STANDARDS by measuring against the best
- » MAXIMIZE GRANT-FUND USAGE and minimize compliance risk
- PROPERLY REPORT ON PROJECT STATUS and drawdowns



Get up-to-date access to critical data such as budget, costs, and charges, enabling managers to better measure and report on important metrics within each grant, project, or work order.

# Maximize fund usage and monitor project status

Workforce Activities also delivers powerful grant and project tracking functionality to help deliver even more labor insight. If your organization is already tracking time and labor, you can now take advantage of this data to better track progress against projects and grants and view how your labor measures up against key metrics such as budget, planned hours, and results. With access to this critical information, you can minimize compliance risk by reducing the amount of time it takes to complete an audit cycle and maximize grantfund usage.

You can also report on project status with many metrics for tracking project and nonproject activities. Workforce Activities also supports professional exempt employees — in addition to hourly employees — for greater visibility into allocated versus actual hours. All this helps you keep a close eye on totals, so you can take critical action now, before it's too late.

# Redefine your standards

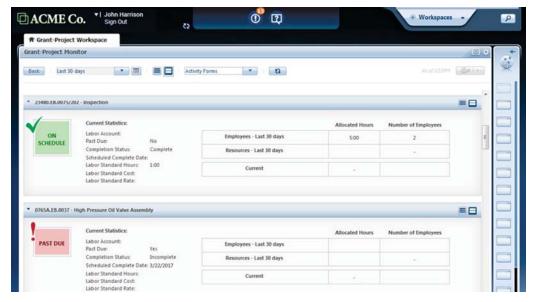
Are your workforce performance standards based on your underperformers? Why not change the way you do business and base your standards on your peak performers? No matter what your employees are measured on, you can quickly and easily identify both groups of employees.

The Activity Status view delivers dynamic access and granular visibility to this data, so you can reevaluate your business operations and redefine your standards to measure against the best, resulting in improvements to your bottom line like never before.

## Reconcile all paid time

What happens to paid time that's never assigned to a grant, project, or production operation? Could it account for your inconsistent revenues or profit margins? How would you know? If you can't capture this time, then your actual labor costs can't be accurately calculated. And apart from having to live with inaccurate cost figures, you also have to make do with limited insight into the causes behind revenue variances — and guess at what corrective actions need to be taken.

With Workforce Activities, you can create and track all labor tasks and subtasks. You can measure actual labor productivity to achieve 100 percent reconciliation of paid time to labor. With Workforce Activities you are empowered to make better business decisions based on deep insight instead of guesswork, so you can make accurate commitments to your customers.



### **About Kronos**

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industrycentric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000° — use Kronos. Kronos: Workforce Innovation That Works...

The Workforce Activities scorecard delivers real-time access to data so you can make faster, better decisions.

Put Kronos Workforce Activities to work for you:

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Workforce Innovation That Works™



# **Workforce Absence Manager: Time Off and Accruals**

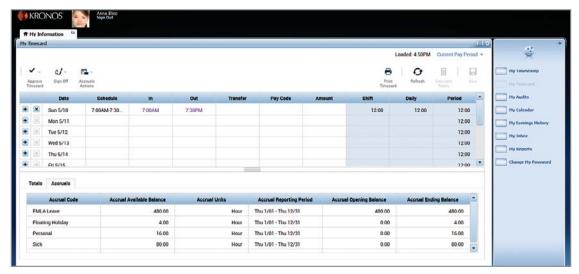
Automate Time Off, Paid Sick Policies, and Processes to Manage Compliance and Bottom-Line Results

Trying to measure, track, and report on employee time off and paid time off (PTO) using time-consuming, error-prone manual processes or in disparate systems just doesn't cut it anymore. It drains productivity, drives up costs, and ultimately hurts your bottom line. Now there's an easier and better way to manage employee time off. The Accruals component included in Kronos® Workforce Absence Manager™ solution automatically enforces your time-off policies — consistently and accurately — to virtually eliminate potential abuse by employees and ensure that policies are applied fairly across the organization. As part of the Workforce Central® suite, managers have one place to go to manage time off (accruals), which is fully integrated into your timekeeping solution and thereby improves the productivity of your payroll team. The solution provides the complete automation and high-quality information your organization needs to help control labor costs, minimize compliance risk, and improve workforce productivity. It also lessens the administrative burden of complying with state or municipality sick-leave regulations. With effectively managed accruals, employees are able to take their earned time off and management is able to understand the organizational leave liability. Employees will appreciate the ability to view their accrual balance when needed and know how much time they have available.

# **Key Benefits**

CONTROL LABOR COSTS The ability to report accrual balances in real time reduces the potential for mistakes and abuse

- » MINIMIZE COMPLIANCE RISK Centralization of time-off policies enables consistent, accurate enforcement
- >> IMPROVE WORKFORCE
  PRODUCTIVITY Automated tools help
  expedite or eliminate time-consuming
  administrative tasks associated with
  managing time off
- ENGAGE YOUR EMPLOYEES Give your employees visibility into their time-off balances



Workforce Absence Manager provides a single, real-time view into all accrual balances. This up-to-the-minute visibility guides employees in making time-off requests based on eligibility, while providing supervisors with the at-a-glance decision support needed to control costs and maximize productivity.

# Beat the costs and risks of employee time off

The Accruals component within Workforce Absence Manager automates and standardizes the application of complex policies related to nearly all forms of employee time off — including sick time, vacation time, personal time, "floating holidays," and more. So you can enforce your rules consistently and fairly. This changes the conversation from time-off policies to one related to the tasks at hand. The solution can also improve the accuracy and efficiency of your time-off processes and boost the productivity of your employees, payroll teams, and managers alike. Visibility given to management with regard to leave liability enables you to effectively manage your finances.

# Put an end to employee abuse of time-off policies

The Workforce Absence Manager solution enables you to stay on top of employee entitlements by reporting time-off balances in real time, reducing the potential for overdrawn balances and helping prevent time-off transactions that violate organizational or regulatory rules. It also provides automated capabilities that enable you to restrict the number of accrued hours an employee may carry over from one year to the next — based on your own rules. All these features help you be certain that employees are taking only the time off to which they are entitled. So you can control the total cost of these entitlements to the organization. And maximize your bottom line.

# Take the guesswork out of managing compliance risk

Because your time-off policies are distilled and configured into a single, centralized system, you no longer have to worry about individual managers or administrators interpreting these policies on their own — and applying them inconsistently or incorrectly. Instead, Workforce Absence Manager helps bolster compliance processes with the ability to systematically apply organizational, state, and municipal paid sick-leave and time-off policies. What's more, because accrual balances are displayed

in real time, you'll gain a crystal clear picture of your actual PTO liability — which will help enhance your compliance efforts. This real-time processing benefit stands in stark contrast to the often out-of-date accrual balances associated with the antiquated batch-processing approach typically favored by Enterprise Resource Planning (ERP) systems.

## Leverage automated tools to drive productivity

Give your managers and employees automated tools that can improve their productivity by expediting or eliminating common, repetitive, and administrative tasks. For example, Workforce Absence Manager uses automated workflow combined with alerts to notify managers when employees request time off. Displaying accrual balances in real time gives your supervisors "at-their-fingertips" decision support so you can eliminate paperwork and wasted time. What's more, by taking advantage of convenient self-service capabilities, your employees can view their accruals online via their mobile or tablet devices, or via a kiosk or wall-mounted device, and request time off on their own, freeing supervisors and HR and payroll staff members from having to respond to these common inquiries. Finally, once a time-off request is approved. the data is automatically recorded and applied to update the employee's online schedule — increasing visibility into team coverage requirements. So you can take immediate steps to eliminate coverage gaps and improve the overall productivity of your frontline workforce.

### **About Kronos**

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Put Kronos Workforce Absence Manager to work for you:

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Workforce Innovation That Works™



# **Workforce Absence Manager: Leave**

# Take Control of Employee Leave Administration

Standardize and streamline the administration and enforcement of organizational, local, state, and federal leave policies with The Kronos® Workforce Absence Manager™ Leave component. Always stay compliant when managing leave policies, including the Family and Medical Leave Act (FMLA), for which noncompliance can put your organization at risk for costly fines and lawsuits. This proven and configurable solution eliminates error-prone manual tasks so you can maintain current, accurate, and consistent employee leave records. Workforce Absence Manager provides the automated tools and information needed for effective leave management, helping your organization control labor costs, minimize compliance risk, and improve workforce productivity.

# Automatically enforce leave policies for ongoing compliance

The Workforce Absence Manager Leave component automatically enforces FMLA and other organizational, local, state, and federal leave policies so nothing is left to chance. The solution makes it easy to configure standardized, rule-driven procedures for submitting, approving, and executing employee leave requests to help ensure fair, objective determination of employee eligibility and entitlement. What's more, on-demand access to accurate, up-to-date leave data is complemented by a detailed audit trail that speeds and simplifies compliance reporting.

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# **Key Benefits**

- » CONTROL LABOR COSTS by streamlining leave of absence processes and preventing ineligible paid time off, reducing intermittent abuse by
- **» MINIMIZE COMPLIANCE RISK** by automatically enforcing organizational, federal, state, and local leave policies

controlling frequency and duration

» IMPROVE WORKFORCE PRODUCTIVITY by automating manual processes and accurately planning for leave coverage

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Workforce Absence Manager provides a single view into all leave cases, helping you control costs, maintain compliance, and drive ongoing productivity.

# Eliminate tedious manual tasks and minimize leave impact

Workforce Absence Manager automates the leave of absence process, thereby reducing the risk of errors, boosting productivity, and minimizing compliance risk. The solution can automate processes such as requesting a leave of absence, checking eligibility, generating documentation, sending notification reminders, and following up. Instantly generate leave-related documents such as the Certificate of the Healthcare Provider and the Rights and Responsibilities forms. It automatically tracks, manages, and calculates accruals and submits leave of absence requests — all based on your organizational policies. You can also track both paid and unpaid time concurrently. If an employee is not covered under FMLA, Workforce Absence Manager gives the information needed to have the interactive conversation with the employee on his or her other leave options, such as the Americans with Disabilities Act and company leave. Plus, real-time alerts provide managers with the granular information they need to take action on leave of absence requests, including intermittent leave, and plans for necessary coverage to maintain productivity.

# Drive organizational efficiencies for bottom-line results

When you automate and streamline your leave of absence processes with Workforce Absence Manager, you create a more efficient organization to help you control labor costs. With greater insight into employee leave cases, you can better plan for gaps in scheduling to minimize the impact on business operations — and find, in advance, qualified and cost-effective replacements to control overtime expenses. You also can manage the intermittent abuses that can occur with leave by controlling the duration and frequency of intermittent time. Automated leave policy updates and flexible application rules allow you to determine employee leave eligibility, control the order in which leave balances must be used, and monitor time-off balances to prevent ineligible participants from taking time off and being paid for it. You'll be tapping into efficiencies that control labor costs to immediately impact your bottom line.

### **About Kronos**

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# **Default Dashboards and Reports**

- New Hire Dashboard
  - Used by administrators and managers to analyze current employees and new hires by organization and source
  - Includes the following 4 widgets
    - Active Employee County by Tenure
    - Average Annual Salary by Tenure
    - New Hire by Organization
    - New Hires by Source



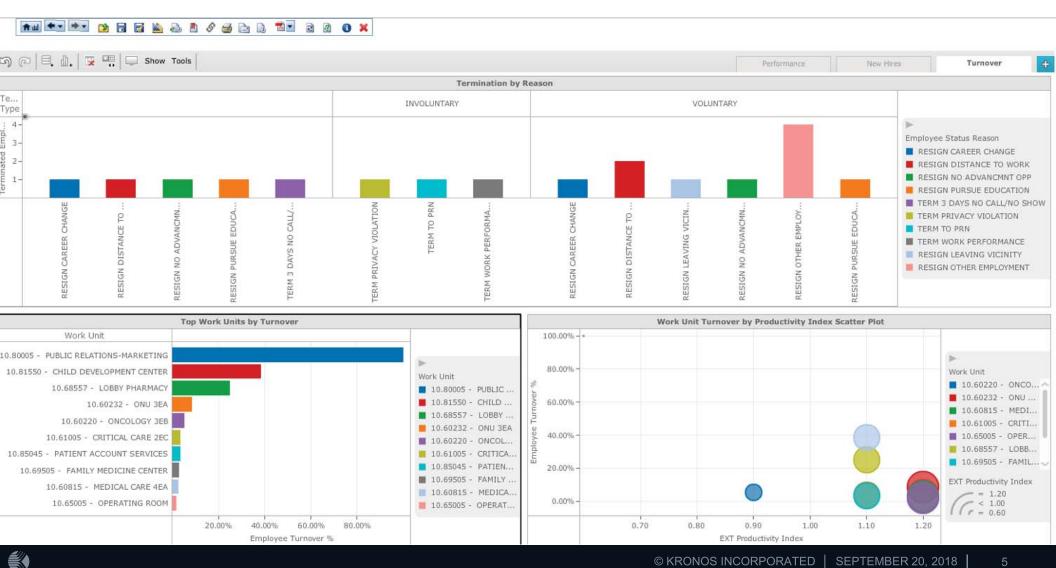




# **Default Dashboards and Reports**

- Turnover Dashboard
  - Used by administrators and managers to analyze turnover rates and reasons to assist with managing turnover challenges. The information will be provided for a 2 year rolling period.
  - Includes the following 2 widgets
    - Termination by Reason
    - Top 10 Organization by Turnover





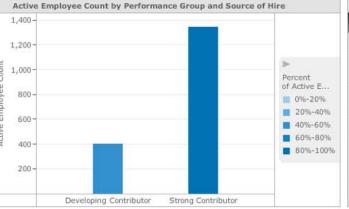
# **Default Dashboards and Reports**

- Performance Dashboard
  - Used by administrators and managers to analyze performance results to determine areas of improvement
  - Includes the following 4 widgets
    - Average Performance Rating by Organization
    - Performance Metrics
    - Average Rating by Source of Hire
    - Average Rating and Salary by Source









Performance Rating by Source of Hire								
Position Title	Active Employee Count	Average Perf Rating						
HOUSEKEEPER- ENVIRONMENTAL SERVICES	47	2.74						
INFORMATION SYSTEMS SPECIALIST- INFORMATION SYSTEMS	22	2.86						
LAUNDRY PROCESSOR- LAUNDRY/LINEN	23	2.83						
MED TRANSCRIPTIONIST III- MEDICAL RECORDS	46	2.80						
NUTRITION ASSIST- NUTRITION	33	2.85						
PATIENT CARE ASSIST - ROUTINE MED/SURG	20	2.85						
PATIENT CARE TECHNICIAN- MEDICAL CARE 4EA	34	2.71						
PHARM TECH II- PHARMACY	23	2.83						
PHYSICIAN- FAMILY MEDICINE CENTER	32	2.85						
REP-ADMITTING II- PATIENT REGISTRATION	23	2.78						
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# Workforce Absence Manager: Attendance

# An Easier Way to Manage Attendance

A survey conducted by the Society of Human Resource Management found that the total financial impact of paid time off, as a percentage of payroll, is up to 22%. This number represents direct costs associated with paying absent employees and staff replacement workers, as well as indirect costs such as lost productivity. The same study determined that unplanned absences like sick time, late arrival, early departure, and extended breaks reduce productivity by as much as 6.7% of payroll. Undeniably, the costs of employee absence are both real and measurable at your organization. But there is good news — the cost of absenteeism and its effects on productivity can be controlled with the attendance component within the Kronos® Workforce Absence Manager™ solution.

# Labor costs got you down?

The Attendance component of the Workforce Absence Manager solution automates and streamlines the application of your attendance policies — no matter how complex — so you can enforce rules consistently and control the costs, risks, and productivity effects associated with employee absenteeism.

Give your executive team and leaders the visibility they need to accurately measure the cost of absences and understand what drives absenteeism. And it provides your frontline managers visibility and insight into patterns of employee absenteeism, enabling managers to focus on employees with absence issues. It also allows managers to improve productivity and proactively reduce the direct and indirect costs associated with replacement workers and excess overtime.

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# **Key Benefits**

- CONTROL LABOR COSTS with insights that accurately measure the cost of absence and help understand factors that drive absenteeism
- » MINIMIZE COMPLIANCE RISK with consistent and fair enforcement of policies
- » IMPROVE WORKFORCE PRODUCTIVITY automating, streamlining, and standardizing the application of attendance policies — no matter how complex



The Attendance Editor allows you to view detailed employee attendance information and update attendance data.

<sup>&</sup>lt;sup>1</sup> Society for Human Resource Management, *Total Financial Impact of Employee Absences in the U.S*, at 3 (2014) (Sponsored by Kronos Incorporated).

<sup>&</sup>lt;sup>2</sup> Ibid., at 11.

# Minimize compliance risk

When employees violate attendance policies, it could result in not only payroll inflation, but widespread employee dissatisfaction that can lead to costly union grievances and compliance claims. Workforce Absence Manager attacks this risk head-on by automating the tracking of employee absences against the parameters of your policies. The attendance component allows you to automatically apply attendance rules, including rewards and disciplinary actions, accurately and objectively across the organization. When attendance violations do occur, you can rest easy because Workforce Absence Manager gives your managers and key stakeholders easy, centralized access to attendance records and automatically generates detailed audit trails for backups.

# Looking to improve workforce productivity?

Employee absence has a significant impact on productivity. In fact, unplanned absences in the U.S. cause a 36.6% loss in productivity.<sup>3</sup> These productivity losses are due to the reduced productivity of replacement workers, coworkers,

and supervisor productivity losses. The attendance module helps you get ahead of the game by automatically alerting your managers when employees are approaching defined attendance policy limits. It's a win-win functionality: Managers can correct issues before they impact productivity, and employees are empowered to stay on top of their own attendance records. Additionally, leave administrators can be given visibility to absences that may qualify as leave cases. To boost productivity even further, your frontline managers can save valuable time by auto-generating documentation such as disciplinary action letters and notifications of personalized attendance awards.

### **About Kronos**

Cloud-based Kronos® human capital management and workforce management solutions help organizations of all sizes and industries attract, retain, and engage employees while improving efficiency and customer satisfaction. We offer the industry's most robust suite of tools for managing the entire workforce — from pre-hire to retire. **Kronos: Workforce Innovation That Works™.** 

### **Key Features**

Feature	Benefit
Configurable Attendance Policies	Automate your attendance policies, both complex and simple.
Automatic Alerts	Notify managers when employees approach or reach designated attendance thresholds, so they can act to reward or discipline workers as appropriate.
<b>Document Generation</b>	Employ one-click creation of personalized attendance documents and disciplinary letters.
Automatic Policy Application	<ul> <li>Maintain compliance by auto-triggering configured rewards or disciplinary actions-making management of attendance fair and objective.</li> </ul>
Audit Trail Generation	<ul> <li>All activities and events associated with disciplinary and reward scenarios are tracked and logged in detail for compliance and backup.</li> </ul>

Put Kronos Workforce Absence Manager to work for you:

kronos.com/absencemanager

<sup>3</sup> Ibid.. at 4.



Workforce Innovation That Works™



# **WORKFORCE TALENT ACQUISITION EXPRESS**

**DATASHEET** 

# **Best Practice Hiring Solution**

Hiring a workforce is a process that requires an automated hiring management system that's easy for everyone to use. Candidates need a positive experience with an easy-to-use career site. Hiring managers need a simple, easy-to-use tool to select the best candidates. The Kronos® Workforce Talent Acquisition Express™ hosted applicant tracking system gives hiring professionals the tools to find, process, and hire applicants with smart, efficient tools. Whether your hiring needs are ongoing and/or high-volume or occasional and requisitionbased, there is an Express solution for you.

### Technology to the Rescue

Smart, efficient, and prudent hiring professionals are turning to Kronos® Workforce Talent Acquisition Express. This automated hiring solution is available at a surprisingly low cost of ownership — with a much quicker implementation time than our enterprise Workforce Talent Acquisition™ solution. With Express, you will have the luxury of being able to start hiring quickly, utilizing a robust requisition management system with the ability to add features at your own pace — with your unique budgetary parameters in mind.

### So Smart, It's Easy

Express offers you the performance and reliability of world-class enterprise hiring software at a much lower cost and speedier startup time, through the use of a pre-defined implementation process. Using Express, you will turn hiring into a measurable process that sets clear standards everyone can follow, provides an auditable hiring workflow, and automates onboarding for all employees. And because your Express solution will be "ready to go" from its inception, you will save time and money by avoiding costly meetings, travel time, and months of implementation time.

### Requisition Hiring

With Express for Requisition, your candidates will experience an easy, convenient hiring process that utilizes their uploaded resume data to populate the application. Hiring managers and recruiters have access to a full requisition management system, enabling them to create requisitions and get them approved and posted from one convenient dashboard. Advanced search tools allow you to find the best candidates based on criteria like keywords and work or education history.

### Hourly/High-Volume Hiring

With Express for Hourly, high-volume hiring won't be such a challenge. Your solution comes preconfigured with your positions, locations, and prescreening questions. Applicant pools allow hiring managers to share applicants across multiple locations. A position management system allows your team to easily manage job openings for their location and get the best applicants onboard quickly.

### Why Kronos?

Kronos helps organizations of all sizes unlock opportunities hidden within their workforce processes — to control labor costs, minimize compliance risk, and improve workforce productivity. Our easy-to-own time and attendance, scheduling, absence management, HR and payroll, hiring, and labor analytics solutions and strategic services provide complete automation and highquality information and deliver the experience our customers expect



Workforce Innovation

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www.kronos.com

More information about Kronos customer success stories may be found at www.kronos.com/resources.



# **Workforce Mobile**

# The power of Workforce Central on your device

The Kronos® Workforce Mobile™ solution is a connection to your Workforce Central® system that lets your employees complete common administrative tasks right from their mobile devices. With on-the-go access, your employees can instantly engage, make effective decisions, take action, and increase day-to-day productivity. Mobile workforce management will fundamentally change the way that your workforce interacts and connects with your organization.

Workforce Mobile empowers employees and managers by giving them untethered access to Workforce Central in a sleek, easy-to-use format. The simplicity of mobile functionality allows users to access Workforce Central with virtually no training. Workforce Mobile takes full advantage of multi-touch capabilities so that users can easily navigate through data and make labor adjustments — using a simple tap, pinch, or swipe of a finger.

## Gain the Visibility You Need: Whenever, Wherever

When is my shift? Can I take a day off? Which department did I work in last Tuesday? With Workforce Mobile, employees and managers can quickly and easily get answers to these questions and more, right on their devices. That means less time spent digging for answers to administrative issues and more time spent on work activities that contribute to your organization's success. Managers can easily see requests and tasks and rapidly respond to potential workforce management issues, while employees can perform their time management tasks when and where they need to.

# **Boost Employee Engagement**

Enabling employee self-service on a mobile device gives employees an easy way to get answers to information on workforce questions and situations that come up every day. Employees can clock in and out, view schedules, adjust availability and preferences, check time-off balances, sign up for open shifts, view benefits and pay information, and request days off.

Workforce Mobile employee self-service makes it easier than ever for employees to get the information they need. When employees have anytime, anywhere access to information, they feel valued and treated fairly. And when employees feel valued, they become more engaged and are more likely to give an extra effort to your organization — leading to increased productivity and better business outcomes.

### Benefits for a Remote Workforce

Why make your people go into the office if they don't need to? Workforce Mobile enables your field and off-site employees to access the same deep functionality available on their desktop or laptop computer.

# 

# **Key Benefits**

- EMPOWER YOUR EMPLOYEES to submit requests, approve timecards, submit punches, conduct transfers, track detailed labor activity, and more
- ALLOWS MANAGERS TO RESOLVE EXCEPTIONS as they happen and quickly respond to employee requests
- » LEVERAGE GPS-BASED TECHNOLOGIES like geofencing and geosensing to access information based on location



Deploying a mobile solution to remote workers also lets managers eliminate the time and expense of manually inputting hours for field and off-site employees. Managers can easily schedule the right person for the right job at the right time — creating countless opportunities to increase your organization's competitive advantage.

## **Real-Time Tools for Managers**

Workforce Mobile gives your managers and supervisors greater visibility into the organization — allowing them to resolve exceptions as they happen, approve timecards, and quickly respond to employee requests. With added visibility, communication with employees improves and everyday workforce management tasks get resolved quickly and accurately.

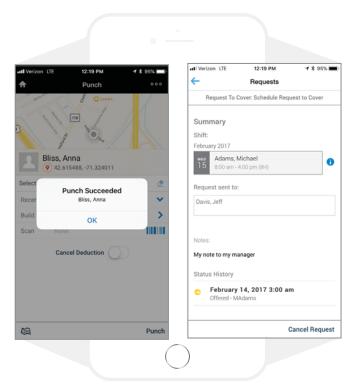
By leveraging mobile solutions, managers and employees don't have to wait to use a PC or run to a back office to correct an issue. Instead, they have the power to get the answers they need right away, which means less time looking for answers and more time focusing on job priorities.

# **Technical Specifications**

Workforce Mobile requires Apple® devices to run iOS8.0 or greater and Android™ smartphones to run at least version 4.4 of the Google-distributed Android operating system. Note that older devices with lower resolutions can influence usability.

### **About Kronos**

Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000° — use Kronos. **Kronos:** Workforce Innovation That Works™.



Put Kronos Workforce Mobile to work for you:

+1 800 225 1561 | kronos.com/mobile





# **Kronos Support Services** at a Glance

# **Support Services**

		Software				Equipment		
	Platinum				Depot	Depot		
	Plus	Platinum	Gold <i>Plu</i> s	Gold	Exchange	Repair		
Plus Services Features								
Technical Account Manager 24x7	•							
Technical Account Manager 8am – 8pm local time (M-F)			•					
Proactive Preventive Support	•		•					
Complete Issue Tracking and Management	•		•					
Site Visit	•							
Phone Support								
24 hours/7 days a week	•	•						
Senior Specialists	•	•						
8am – 8pm local time (M-F)			•	•	•	•		
Web-based Expertise								
Technical Advisories	•	•	•	•	•	•		
Service Case Studies	•	•	•	•				
Learning Quick Tips	•	•	•	•				
Brown Bag Sessions	•	•	•	•				
HR and Payroll Answerforce™	•	•	•	•				
Interactive Forms	•	•						

		Sof	Equipment			
	Platinum Plus	Platinum	Gold <i>Plu</i> s	Gold	Depot Exchange	Depot Repair
Software Assurance						
Patches	•	•	•		•	
Service Releases	•	•	•	•	•	
Upgrades	•	•	•	•		
Legislative Updates	•	•	•	•		
Web-based Information						
Knowledge Base	•	•	•		•	•
eCase Management	•	•	•	•	•	
Documentation	•	•	•	•	•	•
Customer Forums	•	•	•		•	
Remote Support	•	•	•	•	•	•
<b>Equipment Services</b>						
Depot Exchange — Next Day					•	
Depot Repair						•



# Kronos Workforce TeleStaff

Meeting the unique scheduling and notification needs of fire-rescue and EMS.

When it comes to staffing fire-rescue and EMS employees, paper-based or semiautomated processes and communications just aren't sufficient to manage complex fire-rescue/EMS schedules and communication needs.

More than merely inefficient, non-automated processes can negatively impact safety, compliance, and service delivery; lower morale; and burden command staff with hours of paperwork and manual calling that could be better spent on training and incident management.

# **Enter Kronos Workforce TeleStaff**...

The Workforce TeleStaff solution uses intelligent, rules-based automation to create schedules that align employee qualifications, certifications, availability, and even work and time-off preferences with anticipated service demands — all while adhering to department, union, and HR rules and policies.

The result? Service demands are met with schedules that balance the needs of both the department and employees, ensuring optimal coverage by staffing the right people in the right place at the right time.



# The top five reasons you need Workforce TeleStaff:

- Decrease scheduling complexity while managing compliance and safety risk and meeting service-level demands
- 2. Communicate quickly, intelligently, and reliably for immediate action
- 3. Provide fairness and transparency
- 4. Control labor costs
- **5. Increase** employee engagement and productivity

# **Scheduling**

# Simplify complex scheduling and minimize compliance and safety risk.

# Workforce TeleStaff provides the tools and visibility you need to:

- Produce effective schedules and rosters based on your unique needs and rules
- Put the right person in the right place at the right time
- Minimize compliance and safety risk through rules-based automation
- Maintain minimum staffing levels based on service-level agreements



With Workforce TeleStaff, you can create and maintain a virtually unlimited number of schedules supported by multiple shifts and rotating positions as well as future-deployed and special event assignments while ensuring adherence with your department's unique union, HR, and fatigue rules. You can automatically staff the right employees based on skill set, certification, qualification, and availability to help ensure compliance and enhance safety.

Workforce TeleStaff also gives employees direct access to their schedules. They can expedite tasks such as shift trades and time-off requests and even bid for preferred shifts, vacation time, and overtime. This helps streamline and shorten approval processes while improving morale.

In addition, Workforce TeleStaff makes fatigue management easier with schedules that take limitations on scheduled hours or job rotation into consideration — helping to minimize compliance risk and ensure that the right employees are staffed safely.

"Scheduling used to consume nine hours a day. [With] Kronos" Workforce TeleStaff it takes us maybe five minutes a day. It allows you to do the job you were hired to do with a system that is fair and balanced."

Lt. Stephen Booth Escambia County EMS

# **Communications**

# Connect quickly, intelligently, and reliably for immediate action.

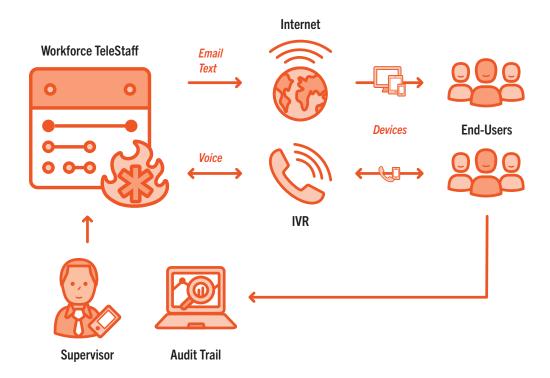
# Workforce TeleStaff opens the lines of communication:

- Integrates built-in communication capabilities with scheduling functionality
- Makes the right contact based on the situation
- Supports bidirectional exchange of information
- Sends voice, text, or email notifications
- Provides an audit trail of all outbound communications and employee responses

Whether for routine staffing or deployment for a major emergency response, a fast and reliable notification system to fill positions, conduct recall, or relay important messages is critical for emergency services organizations.

Workforce TeleStaff intelligently finds the best-fit resources to notify and then sends voice, text, or emails for you using a built-in, state-of-the-art interactive voice response system. This frees command-level staff from this burdensome task so they can address the critical work at hand.

Notifications can be sent to individuals or groups for open shifts, overtime opportunities, or emergency recall, allowing for immediate employee response. And the system tracks it all, creating a complete audit trail of who was contacted, the type of contact made, when the contact was made, and more.



Workforce TeleStaff finds, notifies, and staffs the best-fit resources for you using built-in communication capabilities.

# **Fairness and Transparency**

# Make sure your schedules are always equitable and impartial.

Workforce TeleStaff delivers easy, single-source access to real-time information:

- Automatically enforces all union mandates, HR policies, and department rules
- Empowers employees with self-service access to schedules, accrued time-off balances, bidding, and more
- Increases visibility into abuse trends for taking corrective action

With Workforce TeleStaff, you can create schedules and allocate overtime and special event work in a manner that's fair and equitable while adhering to all union mandates, HR policies, and department rules. Every staffing decision is validated against the rules to enforce fairness and impartiality.

Overtime controversies in particular can be eliminated when it is allocated according to your qualifiers and rules. Whether your department allocates overtime by who has the least amount or by seniority, Workforce TeleStaff accommodates your policies to help make it fair and transparent.

In addition, Workforce TeleStaff delivers whenever, wherever access to employees — via mobile, laptop, or desktop applications — for greater insight into scheduling practices and processes.

"With Workforce TeleStaff, overtime is awarded on a consistent basis with consistent rules now."



Capt. Dale Rolfson Indianapolis Fire Department

# **Managing Labor Costs**

# Streamline processes, optimize resources, and gain valuable budget visibility.

Workforce TeleStaff scheduling helps you manage costs and gain visibility into operations:

- Eliminates costly scheduling errors by identifying and avoiding over- and understaffing
- Pre-approves or suppresses overtime to help control costs
- Measures usage and tracks and reports on all labor costs by a variety of factors



With fire-rescue and EMS departments facing challenges such as budget cuts and resource constraints, you must be able to create precise, error-free schedules; track all labor costs; and contain and reduce overtime for accountability to the citizens and communities you serve.

Error-free Workforce TeleStaff schedules minimize costly over- and understaffing that can result in unplanned overtime expenses. You can also track, analyze, and report on all labor data across your department for improved planning, to identify trends, and to forecast and justify your future budgeting needs.

# Workforce TeleStaff to the rescue!

Workforce TeleStaff has been used for rapid response to many FEMA-declared emergencies, including the September 11, 2001, attacks; Hurricane Katrina; and the Gulf Coast Deepwater Horizon oil spill.

With Workforce TeleStaff, you can quickly locate, notify, and deploy the right responders for immediate response. Afterward, you can create labor and management reports to identify all reimbursable and nonreimbursable emergency-related costs. And for FEMA-declared emergencies, the Workforce TeleStaff FEMA reporting module prepopulates FEMA reports with labor data for expedited reimbursement.

# **Employee Engagement and Productivity**

Free up command staff and give employees more control.

# Workforce TeleStaff automates scheduling and other tasks:

- Frees command staff for more valuable activities
- Rewards employees with more control over schedules and bidding
- Minimizes
   noncompliance risk by
   centralizing the bidding
   process

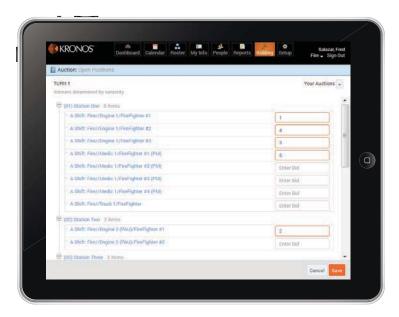


Workforce TeleStaff lets you successfully automate all the processes related to scheduling and workforce management for your entire department — from the command-level staff who manage scheduling to your firefighters, paramedics, and EMTs on the front lines. It's truly a win-win scenario: The system helps free up command staff time while empowering employees with more control over when and where they work.

Complex, time-consuming scheduling processes are streamlined to reduce command staff's administrative workload. Workforce TeleStaff allows open and efficient communications across the entire organization for enhanced decision making and productivity — and provides employees with greater visibility into shift, position, vacation time, and overtime bidding.

"Workforce Tele Staff has proved to be a great resource for all our staffing needs. Dur end-users enjoy the ease of it to access their specific calendars and work assignments. It is the most user-friendly program we've ever experienced. It saved us."





Workforce TeleStaff automates position, shift, and vacation bidding, freeing up command staff time and boosting employee engagement.

# **Core Enterprise System**Integration

A solution that works seamlessly with your core technology.

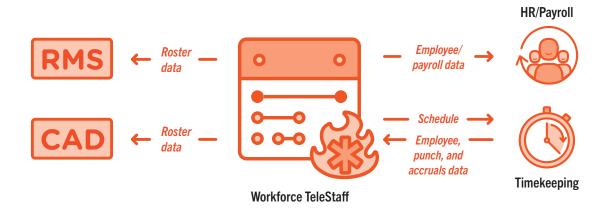
# Workforce TeleStaff integrates with a wide range of systems:

- Easily interfaces with third-party HR/payroll, CAD, and RMS systems
- Syncs seamlessly with the Kronos Workforce Central system
- Saves time, increases data accuracy, and improves efficiency

Workforce TeleStaff offers powerful interface tools to integrate with virtually any HR, payroll, CAD, RMS, and timekeeping system you may be currently using. You can easily exchange employee, payroll, schedule, roster, and timekeeping data to save time, increase data accuracy, and improve workforce efficiency.

For municipalities that want to integrate scheduling and timekeeping from a single vendor, Workforce TeleStaff and Kronos Workforce Central® integrate seamlessly to provide a comprehensive platform of timekeeping, workforce management, talent management, and HR/payroll capabilities.

Through bidirectional integration, schedule, employee, accruals, and punch data is automatically synced across the systems. You can also easily view accrual balances from Workforce Central in Workforce TeleStaff, and easily export payroll data to payroll systems.



Easily integrate Workforce TeleStaff with your existing systems and share real-time data across multiple departments.

## **Detailed Reporting**

#### Gain actionable insight into your workforce for better decision making.

#### Workforce TeleStaff delivers the real-time data you need to:

- Access extensive labor and management reports for better decision making and in-depth insight into operations
- Create custom reports using built-in tools
- Export reports to CSV, XLS, PDF, HTML, and XML formats
- Schedule and email reports to keep managers up to date



Workforce TeleStaff provides built-in, real-time reports with the most requested and recommended metrics — as well as a reports builder that allows you to create custom reports based on precise data. Key reports include:

#### Multiday Roster Report

See who is working and not working within a date range; analyze and control minimum staffing levels at a glance; realign resources to control overtime costs; easily schedule trainings, meetings, and floating or extra days.

#### **Accrual Report**

Displays all employee names with organization-defined accrual codes showing each employee's balance, earned/remaining hours, and taken/in-period hours.

#### **Cost Report**

Displays the estimated costs associated with each work code used over a given date range.

#### **Expirations/Certification Warning Report**

Tracks specialty expiration dates and displays other types of expiring activities and documents, such as physical exams and driver's licenses.

#### Payroll Report

Shows how many hours of each organization-defined pay code are used during a userdefined payroll period.

## **Technology and Deployment**

An effective solution that is easy to install, maintain, and own.

#### Workforce TeleStaff supports your technology needs today and tomorrow:

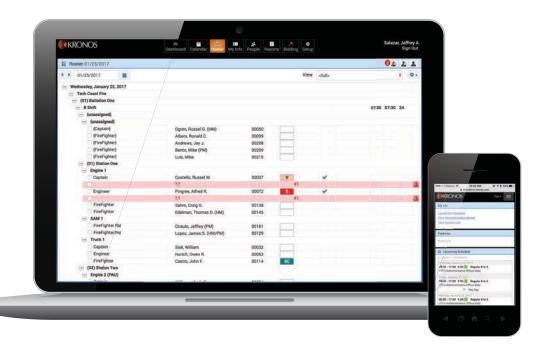
- 100 percent web-based solution utilizing HTML5 technology
- Employs a responsive user interface and simplified workflow for users
- Provides a flexible yet powerful architecture
- Meets IT requirements for a highly available and easy-to-maintain application

While Workforce TeleStaff is designed to help you improve your scheduling efforts and results, it is also built on a flexible yet powerful architecture that supports vertical and horizontal scalability, failover, clustering, and load balancing.

As a 100 percent web-based solution, Workforce TeleStaff works in any HTML5-enabled web browser. Through a responsive user interface design, it easily adapts to different screen sizes across various applications — mobile, laptop, and desktop — and delivers a simplified workflow for users. No browser plug-ins or add-ons are required to use Workforce TeleStaff, which simplifies deployment and support complexities. This flexible architecture allows organizations to segregate system functions across multiple servers.

Workforce TeleStaff also supports the most popular databases, including Microsoft SQL Server. It uses a leading-edge system for its interactive voice recognition component, and offers software as a service (SaaS), Kronos private cloud, and on-premise deployment options.





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Put Kronos for Fire-Rescue and EMS to work for you:

+1 800 850 7374 kronos.com/workforcetelestaff





# Kronos Workforce TeleStaff

Meeting the unique scheduling and notification needs of law enforcement

When it comes to staffing officers, paper-based or semi-automated processes and communications just aren't sufficient to manage complex law enforcement schedules and communication needs.

More than merely inefficient, non-automated processes can negatively impact safety, compliance, and service delivery; lower morale; and burden command staff with hours of paperwork and manual calling that could be better spent on training and incident management.

#### **Enter Kronos Workforce TeleStaff**...

The Workforce TeleStaff solution uses intelligent, rules-based automation to create schedules that align officer qualifications, certifications, availability, and even work and time-off preferences with anticipated service demands — all while adhering to agency, union, and HR rules and policies.

The result? Service demands are met with schedules that balance the needs of both the agency and officers, ensuring optimal coverage by staffing the right people in the right place at the right time.



#### The top 5 reasons you need Workforce TeleStaff:

- Decrease scheduling complexity while managing compliance and safety risk and meeting service-level demands
- 2. Communicate quickly, intelligently, and reliably for immediate action
- 3. Provide fairness and transparency
- 4. Control labor costs
- 5. Increase employee engagement and productivity

## **Scheduling**

#### Simplify complex scheduling and minimize compliance and safety risk.

## Workforce TeleStaff provides the tools and visibility you need to:

- Produce effective schedules and rosters based on your unique needs and rules
- Put the right person in the right place at the right time
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- Maintain minimum staffing levels based on service-level agreements



With Workforce TeleStaff, you can create and maintain a virtually unlimited number of schedules that support multiple shifts and rotating positions as well as future-deployed and extra-duty assignments while ensuring adherence with your agency's unique union, HR, and fatigue rules. You can automatically staff the right officers based on skill set, certification, qualification, and availability to help ensure compliance and enhance safety.

Workforce TeleStaff also gives officers direct access to their schedules. They can expedite tasks such as shift trades and time-off requests and even bid for preferred shifts, vacation time, and overtime. This helps streamline and shorten approval processes while improving morale.

In addition, Workforce TeleStaff makes fatigue management easier with schedules that take limitations on scheduled hours or job rotation into consideration — helping to minimize compliance risk and ensure that the right officers are staffed safely.

"Workforce Tele Staff has enabled our officers to spend more time managing incidents at the scenes while establishing consistency in processes."

Lt. Todd Bernard
South Portland (ME) Police Department

### **Communications**

#### Connect quickly, intelligently, and reliably for immediate action.

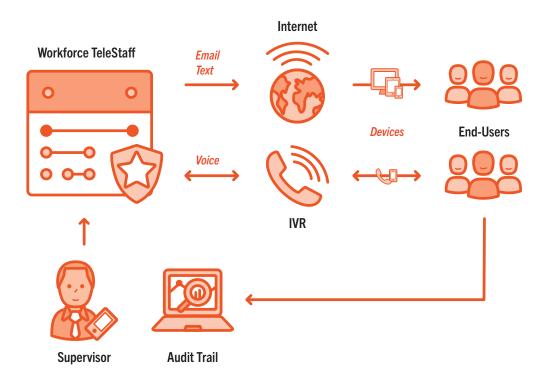
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- Provides an audit trail of all outbound communications and employee responses

Whether for routine staffing or deployment for a major emergency response, a fast and reliable notification system to fill positions, conduct recall, or relay important messages is critical for police organizations.

Workforce TeleStaff intelligently finds the best-fit officers to notify and then sends voice, text, or email notifications for you using a built-in, state-of-the-art interactive voice response (IVR) system. This frees command-level staff from this burdensome task so they can address the critical work at hand.

Notifications can be sent to individuals or groups for open shifts, overtime opportunities, or emergency recall, allowing for immediate officer response. And the system tracks it all, creating a complete audit trail of who was contacted, the type of contact made, when the contact was made, and more.



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With Workforce TeleStaff, you can create schedules and allocate overtime and extra-duty assignment work in a manner that's fair and equitable while adhering to all union mandates, HR policies, and agency rules. Every staffing decision is validated against the rules to enforce fairness and impartiality.

Overtime controversies in particular can be eliminated when it is allocated according to your qualifiers and rules. Whether your agency allocates overtime by who has the least amount or by seniority, Workforce TeleStaff accommodates your policies to help make it fair and transparent.

In addition, Workforce TeleStaff delivers whenever, wherever access to officers — via mobile, laptop, or desktop applications — for greater insight into scheduling practices and processes.

"Now, if [officers] want to take a comp day, they make the request online or with a mobile device, and if it meets the rules of minimum staffing and if they have accrued the time, it's done. With the old way, you didn't know until you saw the posted sheet, which was often quite a bit later."

Capt. John Edwards
Oak Creek (WI) Police

## **Managing Labor Costs**

#### Streamline processes, optimize resources, and gain valuable budget visibility.

Workforce TeleStaff scheduling helps you manage costs and gain visibility into operations:

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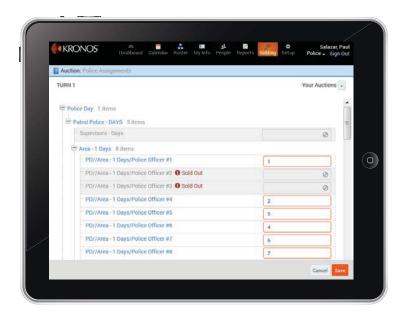


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Complex, time-consuming scheduling processes are streamlined to reduce command staff's administrative workload. Workforce TeleStaff allows open and efficient communications across the entire organization for enhanced decision making and productivity — and provides officers with greater visibility into shift, position, vacation time, and overtime bidding.

"By not having to manually enter officer assignments and vacation picks, we save a considerable amount of work hours. Also, by having the vacation picks date- and time-stamped, there can be no issues about an officer picking out of order of seniority."

Lt. Michael Smith Schaumburg (IL) Police Department



Workforce TeleStaff automates position, shift, and vacation bidding, freeing up command staff time and boosting employee engagement.

# **Core Enterprise System**Integration

A solution that works seamlessly with your core technology.

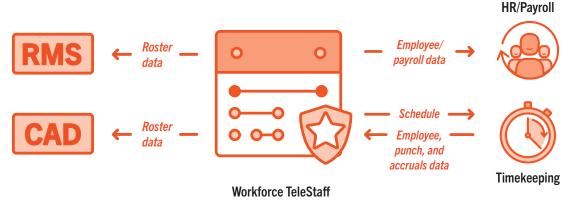
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For municipalities that want to integrate scheduling and timekeeping from a single vendor, Workforce TeleStaff and Kronos Workforce Central® integrate seamlessly to provide a comprehensive platform of timekeeping, workforce management, talent management, and HR/payroll capabilities.

Through bidirectional integration, schedule, person, accruals, and punch data is automatically synced across the systems. You can also easily view accrual balances from Workforce Central in Workforce TeleStaff, and easily export payroll data to payroll systems.



Easily integrate Workforce TeleStaff with your existing systems and share real-time data across multiple departments.

## **Detailed Reporting**

#### Gain actionable insight into your workforce for better decision making.

#### Workforce TeleStaff delivers the real-time data you need to:

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See who is working and not working within a date range; analyze and control minimum staffing levels at a glance; realign resources to control overtime costs; and easily schedule trainings, meetings, and floating or extra days.

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Displays the estimated costs associated with each work code used over a given date range.

#### **Expirations/Certification Warning Report**

Tracks specialty expiration dates and displays other types of expiring activities and documents, such as physical exams and driver's licenses.

#### Payroll Report

Shows how many hours of each organization-defined pay code are used during a user-defined payroll period.

## **Technology and Deployment**

An effective solution that is easy to install, maintain, and own.

#### Workforce TeleStaff supports your technology needs today and tomorrow:

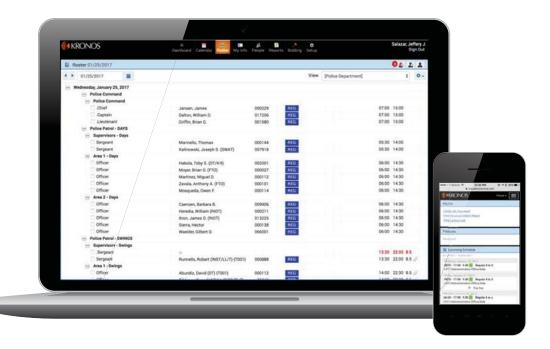
- 100 percent web-based solution utilizing HTML5 technology
- Employs a responsive user interface and simplified workflow for users
- Provides a flexible yet powerful architecture
- Meets IT requirements for a highly available and easy-to-maintain application

While Workforce TeleStaff is designed to help you improve your scheduling efforts and results, it is also built on a flexible yet powerful architecture that supports vertical and horizontal scalability, failover, clustering, and load balancing.

As a 100 percent web-based solution, Workforce TeleStaff works in any HTML5-enabled web browser. Through a responsive user interface design, it easily adapts to different screen sizes across various applications — mobile, laptop, and desktop — and delivers a simplified workflow for users. No browser plug-ins or add-ons are required to use Workforce TeleStaff, which simplifies deployment and support complexities. This flexible architecture allows organizations to segregate system functions across multiple servers.

Workforce TeleStaff also supports the most popular databases, including Microsoft SQL Server. It uses a leading-edge system for its interactive voice recognition component, and offers software as a service (SaaS), Kronos private cloud, and on-premise deployment options.





Kronos is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000° — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works**™.

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