HARFORD COUNTY
PUBLIC SCHOOLS
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Jeffrey LaPorta, Supervisor of Purchasing
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**November 18, 2016**

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

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

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

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

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

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

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

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

**HARFORD COUNTY PUBLIC SCHOOLS**

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 11/21/16

**KRONOS INCORPORATED**

By: _____
Signature

Name: John O'Brien

Title: Sr. V.P., Global Sales

Date: 11/18/16

## Exhibit A

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

**KRONOS TERMS**

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

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

**SECTION B:** TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES. This Section apply for all transactions except Workforce Ready and the Workforce Central SaaS offering ( not including the professional and educational services governed by this Section).

**SECTION C:** CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS . This Section applies only for transactions that involve Kronos hosting for Software licensed under Section B and identified as CLOUD 2.

**SECTION C-1:** APPLICATION HOSTING TERMS AND CONDITIONS . This Section applies only for transactions that involve Kronos hosting for Software licensed under Section B and identified as CLOUD.

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

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

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

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

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

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

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

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

## SECTION A: GENERAL TERMS AND CONDITIONS

### 1. APPLICATION OF THESE TERMS

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

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

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

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

### 2. APPLICABLE LAWS

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

### 3. EXPORT

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

### 4. CONFIDENTIAL INFORMATION

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

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

### 5. TAXES

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

### 6. TRAVEL EXPENSES

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

Agreement provided such expenses comply with the applicable policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

**7. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 7. ACCEPTANCE
For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").
The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

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

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

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

**9. 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: http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

**10. SOFTWARE SUPPORT SERVICES**

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

**10.1 SUPPORT OPTIONS**

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

**10.2 TERM OF SOFTWARE SUPPORT**

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

**10.3 GOLD SERVICE OFFERINGS**

Customer shall be entitled to receive:

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

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

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

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

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

**10.4 PLATINUM AND PLUS SERVICE OFFERINGS:**
Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

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

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

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

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

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

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

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

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

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

**11.2 PAYMENT**
Customer agrees to pay the Support Charges for the initial term as set forth on the Order Form for each Product listed. Customer agrees that all Products of the same type that are owned by the Customer, including without limitation Customer's "Spare Products" (as defined below), will be subject to this Agreement. Customer agrees that if Customer purchases, during the term of this Agreement, any Products of the same type as those specified on an Order Form, such additional Products shall be subject to this Agreement. Customer agrees to pay a prorated fee for such additional Products and agrees to pay the full annual fee for such additional Products, upon the renewal date.
Kronos will invoice Customer for the annual Support Charges each year in advance of the Renewal Date. Customer will pay Kronos within thirty (30) days of receipt of invoice.

**11.3 DEPOT SUPPORT SERVICE DESCRIPTION**
Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and can be found 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: http://www.kronos.com/Support/SupportServicesPolicies.htm ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPT FOR i) KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; (II) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY'S EMPLOYEES, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO

THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

18. TERMINATION OF ORDER FORM OR SOW

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

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

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

There terms and conditions apply to the cloud services which are identified in the Pricing as the Cloud 2 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**

**"Application(s)"** means those Kronos software applications set forth in the Cloud Hosting SSS which are made accessible for Customer to use under the terms of this Addendum.

**"Application Hosting Program" or "Program"** means (i) accessibility to the Applications, by means of access to the password protected customer area of the Kronos hosting environment, and (ii) all Hosting Related Services.

**"Content"** means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Customer content shared or processed on equipment under the control of Kronos.

**"Hosting Related Services"** means certain services set forth in a Services Scope Statement (SSS) containing hosted related services (the **"Cloud Hosting SSS"**), such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or Cloud Services and maintenance services related to hosting.

**"Initial Term"** means the initial term of the Program as set forth in the applicable Cloud Hosting SSS.

**"Internal Use"** means the use of the Program: (i) by Customer's personnel solely for Customer's internal business purposes and (ii) by any authorized employee, agent or contractor of Customer to process information relating to Customer's employees assigned to, or potential employees of, Customer's authorized business unit(s), solely for the internal business purposes of such business unit(s).

**"Monthly Service Fee(s)"** means the monthly fees described in the Cloud Hosting SSS and set forth on the applicable Order Form..

**"Order Form"** means the order request form supplied by Kronos and signed by the Parties that lists the fees for the elements of Customer's particular Program.

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

**"Production Environment"** means a permanent environment established for the daily use and maintenance of the Applications in a live environment throughout the term of a Program.

**"Service Description"** means the detailed service description (including any supplementary service terms) specified in the Cloud Hosting SSS which sets forth the specific Program to be provided to the Customer.

**"SLA(s)"** means a service level agreement offered by Kronos for the Production Environment and attached to this Section C as **Exhibit A** which contains key service level standards and commitments that apply to the Program as detailed in the Service Description.

**"SLA Credit"** means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages, interruptions or deficiencies in the delivery of the Program 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 Program.

**"Temporary Environment"** means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable Cloud Hosting SSS as a Temporary Environment.

**2. CLOUD HOSTING SERVICES SCOPE STATEMENT**

The description of the particular Program ordered by the Customer, the Program term, the Monthly Service Fee rates, and other fees, if any, applicable to the Program are described in the applicable Cloud Hosting SSS and Order Form. Kronos will not change the Monthly Service Fee rates it charges for Customer's existing Program, or the SLA, during the Initial Term. Kronos may change such Monthly Service Fee rates or the associated SLA for a renewal term of the particular Program by notifying Customer at least sixty (60) days prior to the expiration of the then current term. SLAs are only available in a Production Environment. Unless the Cloud Hosting SSS indicates that the Program is to be implemented in a Temporary Environment, the Program will be deemed to be implemented in a Production Environment.

**3. AUTHORIZED USE**

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

**4. MAINTENANCE ACCESS**

If Kronos, its Suppliers, or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair the Program, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary. As part of Kronos' support services, Kronos will make updates to the Applications available to Customer at no charge as they are released generally to Kronos' customers. Customer agrees to receive those updates automatically as part of the Program. Customer may be required to purchase additional Hosting Related Services to address infrastructure requirements as released by Kronos for a new version of a particular Application.

**5. CUSTOMER REPRESENTATIONS AND WARRANTIES; CUSTOMER OBLIGATIONS**

**5.1** Customer represents and warrants to Kronos that it has the right to publish and disclose Customer's Content in the Program.

**5.2** Customer represents and warrants to Kronos that Customer's Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

**5.3** Customer will, at its own cost and expense, provide all end user equipment, operating systems, and software (including a web browser) not provided by Kronos and needed to access and use the Program. Customer will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs associated with Customer accessing the Program, unless such connectivity services are purchased from Kronos as indicated on the Cloud Hosting SSS and Order Form.

**5.4** Customer shall not, and shall not permit any person or entity under Customer's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.

**6. CONNECTIVITY AND ACCESS**

**6.1** 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. Customer agrees that Kronos may audit Customer's use of the Services.

**7. FEES AND PAYMENT TERMS**

**7.1** In consideration of the delivery of the Program, Customer shall pay Kronos the Monthly Services Fee as defined in the applicable Order Form. The Monthly Services Fee shall begin to accrue on the date the Order Form and SSS are signed by the parties, and shall be invoiced annually in advance.

**7.2** All fees payable hereunder shall be paid in United States Dollars and sent to the attention of Kronos as specified on the invoice. Payment terms shall be net 30 days following receipt of invoice.

**7.3** SLA Credits, if any, which are due and owing to a Customer under an SLA for a particular month of the Program shall be paid by Kronos in the month following the month in which the SLA Credits were earned.

**8. SERVICE LEVEL AGREEMENT**

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCY OF SERVICE(S) OR FAILURE BY KRONOS TO MEET THE TERMS OF AN APPLICABLE SLA, SHALL BE THE REMEDIES PROVIDED IN THE SLA; PROVIDED THAT ANY REMEDIES OR CREDITS CONTAINED IN THE SLA ARE NOT AVAILABLE FOR OUTAGES, INTERRUPTIONS OR DEFICIENCIES OCCURRING DURING ANY PERIOD IN WHICH CUSTOMER IS IN BREACH OF THIS ADDENDUM OR THE LICENSE AGREEMENT. KRONOS DISCLAIMS ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS OR DEFICIENCIES OF SERVICES.

**9. 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 PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

**10. DATA SECURITY**

**10.1** As part of the Program, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: http://www.kronos.com/products/smb-solutions/workforce-central-saas/security-description.aspx Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

**10.2** 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 this Agreement or as required by law.

**10.3** Prior to initiation of the Program 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 Program. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' 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.

**11. TERM AND TERMINATION**

**11.1** At the expiration of the Initial Term, the applicable Program shall automatically renew for successive one year periods unless either party provides notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term. Kronos may suspend or terminate the Program upon notice in the event of any breach by Customer of this Section C if such breach is not cured within ten (10) days of the date of Kronos' written notice. No Program interruption shall be deemed to have occurred during, and no Program credits shall be owed for, any authorized suspension of the Program.

**11.2** Customer may terminate the Program by written notice at any time during the term of the Addendum if Kronos materially breaches any provision of this Addendum, 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 Program prior to the date of termination.

**11.3** Customer may terminate the Program for convenience on no less than ninety (90) days prior written notice to Kronos.

**11.4** In the event of termination of the Program 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 Program 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 Program for convenience with fifteen (15) months remaining in the Initial Term, Customer will be responsible to pay Kronos two (2) months of the applicable Monthly Services Fees.

## EXHIBIT A

### SERVICE LEVEL AGREEMENT (SLA)

**Service Level Agreement**: The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit 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 Services. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

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

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

**"Excluded Event"** means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit 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 product documentation for such Application.

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

Currently scheduled Maintenance Periods for the Services are:

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

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

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

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

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

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

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

**SECTION C.1:**
**APPLICATION HOSTING TERMS AND CONDITIONS .**

**This Section applies only for transactions that involve Kronos hosting for Software licensed under Section B in relation with hosting pricing refered to as CLOUD**
**This attachment does not apply to CLOUD 2 items.**

## APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS

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 using the pricing set up on November 21, 2013.

**definitions**

**"Application Hosting Program" or "Program"** means (i) accessibility to the commercially available object code version of the Kronos hosted applications, as set forth in the Cloud Services SOW, by means of access to the password protected customer area of the Kronos hosting environment, and (ii) all Hosting Related Services.

**"Content"** means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Customer content shared or processed on equipment under the control of Kronos or a Supplier.

**"Hosting Related Services"** means certain services set forth in a statement of work containing hosted related services (the **"Cloud Services SOW"**), such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or Cloud Services and maintenance services related to hosting.

**"Initial Term"** means the initial term for which Kronos shall provide the Program to Customer and as set forth in the applicable Cloud Services SOW executed by Customer.

**"Internal Use"** means the use of the Program: (i) by Customer's personnel solely for Customer's internal business purposes and (ii) by any authorized employee, agent or contractor of Customer to process information relating to Customer's employees assigned to, or potential employees of, Customer's authorized business unit(s), solely for the internal business purposes of such business unit(s).

**"Monthly Service Fee(s)"** means the monthly fees described in the Cloud Services SOW and set forth on the applicable Order Form, which shall include all Hosting Related Services fees.

**"Order Form"** means the order request form supplied by Kronos and signed by the Parties that lists the Startup Fees and Monthly Service Fees for the elements of Customer's particular Program.

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

**"Production Environment"** means a permanent environment established for the daily use and maintenance of the Application in a live environment throughout the term of a Program.

**"Services Commencement Date"** shall, except as otherwise provided in writing in a Cloud Services SOW or Order Form signed by the parties, mean the earlier of (a) the date the Software is transferred to the hosted environment, as mutually agreed by the parties in writing or (b) 90 days after the Effective Date. Notwithstanding the foregoing, the Services Commencement Date for software hosted in a Temporary Environment shall commence seven (7) days after the Effective Date.

**"Service Description"** means the detailed service description (including any supplementary service terms) specified in the Cloud Services SOW which sets forth the specific Program to be provided to the Customer.

**"SLA(s)"** means a service level agreement offered by Kronos for the Production Environment and attached to this Section C.1 as **Exhibit A.1** which contains key service maintenance standards and commitments that apply to the Program as detailed in the Service Description.

**"SLA Credit"** means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages, interruptions or deficiencies in the delivery of the Program 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 Program.

**"Temporary Environment"** means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable Cloud Services SOW as a Temporary Environment.

**"Startup Fees"** means the one time, customer-specific startup fee as indicated on the Order Form that will be charged to Customer to enable access to the Program.

**Cloud Services STATEMENT OF WORK**
The description of the particular Program ordered by the Customer, the Program term, the Monthly Service Fee rates, the Startup Fees and other fees, if any, applicable to the Program are described in the applicable Cloud Services SOW and Order Form. Kronos will not change the Monthly Service Fee rates it charges for Customer's existing Program, or the SLA, during the Initial Term. Kronos may change such Monthly Service Fee

rates or the associated SLA for a renewal term of the particular Program by notifying Customer at least sixty (60) days prior to the expiration of the then current term. SLAs are only available in a Production Environment. Unless the Cloud Services SOW indicates that the Program is to be implemented in a Temporary Environment, the Program will be deemed to be implemented in a Production Environment.

**Authorized Use**
Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Program, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this section C.1.

**MAINTENANCE ACCESS**
If Kronos, its Suppliers, or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair the Program, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary.

**Customer representations and warranties; Customer obligations**

***5.1 Customer represents and warrants to Kronos that it has the right to publish and disclose Customer's Content in the Program.***

***5.2 Customer represents and warrants to Kronos that Customer's Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.***

***5.3 Customer will, at its own cost and expense, provide all end user equipment, operating systems, and software (including a web browser) not provided by Kronos and needed to access and use the Program in accordance with the technical requirements set forth in the Cloud Services SOW. Customer will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs associated with Customer accessing the Program, unless such connectivity services are purchased from Kronos as indicated on the Cloud Services SOW and Order Form.***

***5.4 Customer shall not, and shall not permit any person or entity under Customer's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.***

**6. INTERNET ACCESS**

**6.1** If Customer uses open internet connectivity or Customer-supplied VPN internet connections to access the Program, Customer acknowledges that the performance and throughput of the internet connection cannot be guaranteed by Kronos, and variable connection performance may result in application response variations.

**6.2** Customer hereby acknowledges that the internet is not owned, operated, managed by, or in any way affiliated with Kronos, its Suppliers or any of its affiliates, and that it is a separate network of computers independent of Kronos. Access to the internet is dependent on numerous factors, technologies and systems, many of which are beyond Kronos' authority and control. Customer acknowledges that Kronos cannot guarantee that the internet access services chosen by Customer will meet the level of up-time or the level of response time that Customer may need. Customer agrees that its use of the internet access services and the internet is solely at its own risk, except as specifically provided in this Section C.1, and is subject to all applicable local, state, national and international laws and regulations.

**7. Fees and payment terms**

**7.1** In consideration of the delivery of the Program, Customer shall pay Kronos the Monthly Services Fee as defined in the applicable Order Form. The Monthly Services Fee shall begin to accrue on the Services Commencement Date, and shall be invoiced monthly in advance. In addition, Customer shall be billed the Startup Fees and any additional Cloud Hosting startup fees set forth in the applicable Order Form. Customer acknowledges that the billing commencement date does not coincide with implementation completion, final configuration, or go-live.

**7.2** All fees payable hereunder shall be paid in United States Dollars and sent to the attention of Kronos as specified on the invoice. Payment terms shall be net 30 days following receipt of invoice. All overdue payments shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. Customer is responsible for all federal, state or local taxes, duties and customs fees relating to the Program, excluding taxes based on Kronos' income or business privilege.

**7.3** SLA Credits, if any, which are due and owing to a Customer under an SLA for a particular month of the Program shall be included in the Monthly Service Fee invoice issued by Kronos for the month following the month in which the SLA Credits were earned.

**8. SERVICE LEVEL AGREEMENT**
***CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCY OF SERVICE(S) OR FAILURE BY KRONOS TO MEET THE TERMS OF AN APPLICABLE SLA, SHALL BE THE REMEDIES PROVIDED IN THE SLA; PROVIDED THAT ANY REMEDIES OR CREDITS CONTAINED IN THE SLA ARE NOT AVAILABLE FOR OUTAGES, INTERRUPTIONS OR DEFICIENCIES OCCURRING DURING ANY PERIOD IN WHICH CUSTOMER IS IN BREACH OF THIS SECTION C.1 OR SECTION B. KRONOS DISCLAIMS ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS OR DEFICIENCIES OF SERVICES.***

**9. 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 PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR

APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

**10. DATA SECURITY**

**10.1** As part of the Program, Kronos shall provide those Kronos security-related services described in the Cloud Services SOW. Customer acknowledges that the security-related services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular security-related service as just one tool to be used as part of an 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.

**10.2** All Personally Identifiable Data contained in any Software, Equipment or systems supplied by Kronos, or to which Kronos has access to under this Section C.1, as between Kronos and Customer, is Customer's Confidential Information and will remain the property of Customer. Customer hereby consents to the use, processing and/or disclosure of Personally Identifiable Data only for the purposes described herein and to the extent such use or processing is necessary for Kronos to carry out its duties and responsibilities under this Section C.1 or as required by law.

**10.3** Prior to initiation of the Program 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 and which could be imposed on Kronos as a result of provision of the Program. Customer will ensure that: (a) the transfer and storage of any Personally Identifiable Data to Kronos and managed by Kronos' or Supplier's data center is legitimate under applicable data protection laws and regulations; and (b) Customer will obtain consent from individuals for such transfer and storage to the extent required under applicable laws and regulations.

**10.4** At no cost to Customer, Kronos shall upon (i) request by Customer at any time and (ii) the cessation of the Program, promptly return to Customer, in the format and on the media in use as of the date of the request, all Personally Identifiable Data.

**11. term and termination**

**11.1** At the expiration of the Initial Term, the applicable Programs shall automatically renew for successive one year periods unless either party provides notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term. Kronos may suspend or terminate the Program upon notice in the event of any breach by Customer of this Section C.1. No Program interruption shall be deemed to have occurred during, and no Program credits shall be owed for, any authorized suspension of the Program.

**12.2** Customer may terminate the Program by written notice at any time during the term of this Section if Kronos materially breaches any provision of this Section, 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 Program prior to the date of termination.

**12.3** Customer may terminate the Program for convenience on no less than ninety (90) days prior written notice to Kronos.

**12.4** In the event of termination of the Program 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 Program 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 Program 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.

**EXHIBIT A.1**
**TO SECTION C.1**
**SERVICE LEVEL AGREEMENT (SLA)**

**Service Level Types:** SLAs are only applicable to Production Environments. The Program, in a Production Environment, as described in the Service Description is provided with the following service level:

**99.50%** Application Availability

**Service Levels/Credit Calculation:** An Outage will be deemed to commence when Customer opens a case with Kronos Global Support, or Kronos Cloud Services receives an application availability alert. The Outage will be deemed to end when Kronos has restored availability of the Program. Failure to meet the above service levels will entitle Customer to credits as follows.

| **99.50% Application Availability SLA – Production Environment** | |
|---|---|
| **Uptime percentage (as measured in a calendar month)** | **Affected Service Credit** |
| The amount of the Credit will be determined as follows: | |
| <99.50% to 98.75% | 15% |
| <98.75% to 98.25% | 20% |
| <98.25% to 97.75% | 35% |
| <97.75 to 96.75% | 50% |
| <96.75 | 75% |

**Application Availability SLA% = ((MM-TM)*100) / (MM)**

**Definitions**

"Affected Service" means the monthly fees paid for the hosting of the Program.

"Excluded Event" means any event that adversely impacts the Program that 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 or Supplier; (c) Force Majeure events; (d) scheduled or emergency maintenance, alteration or implementation; (e) any suspension of the Program in accordance with the terms of this Section or License Agreement; (f) the unavailability of required Customer personnel, including as a result of failure to provide Supplier with accurate, current contact information; (g) using the Application in a manner inconsistent with the product documentation; or (h) any other exclusionary circumstance specified in the applicable Cloud Services SOW.

"Monthly Minutes (MM)" means total minutes in which service was scheduled to be available.

"Outage" means the accumulated time during which Customer is unable to establish an active communications connection, measured from beginning to end, between Customer and the Program for reasons other than (a) failures caused by Customer Data; or (b) any Excluded Events.

"Scheduled Maintenance (SM)" means scheduled maintenance periods established by Kronos to provide ample time to maintain and update the applications, when necessary. During these maintenance periods, the applications are available to Kronos to perform periodic services, which include vital software updates. Systems will generally continue to be available to Customer; however, some changes will require planned downtime. Kronos will provide notice for planned downtime via an email notice to our primary Customer contact at least one day in advance of such shutdown/restart so planning can be facilitated by Customer.

When application maintenance is required, current Scheduled Maintenance periods for the applications are:

| | |
|---|---|
| Monday through Friday | 4am – 6am |
| Saturday and Sunday | 12am - 6am |

- All times listed are U.S. Eastern Time.
- Kronos' utilization of the above maintenance windows shall not trigger SLA Credits to Customer.

"Total Minutes Not Available" (TM) means the total number of minutes during the calendar month that the Program is unavailable outside of scheduled maintenance windows.

**Limitations:** Kronos will apply any credits to the Customer account. Credits will not be provided if: (a) Customer is in breach or default under this Section or the Program at the time the Outage occurred and such breach is the cause of the Outage; or (b) it results from an Excluded Event.

In no event will the credits accrued in any calendar month exceed, in the aggregate across all service levels and events, one hundred (100%) of the invoice amount for the Affected Service.

The Service Level Agreements in this Exhibit, and the related credits listed, apply on a per Program basis. For the avoidance of doubt, Outages, delays, failures, etc. in one Program may not be added to Outages, delays, failures, etc. in any other Program for purposes of calculating SLA credits.

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

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

**1. DEFINITIONS**

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

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

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

**"Cloud Services"** means those services related to Customer's cloud environment such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto. Cloud Services are described as set forth at: http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. TERM**

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

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

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

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

**2.5** If the Agreement is terminated for any reason:
(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for Implementation Services not delivered by Kronos;
(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;
(c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;
(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

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

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

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

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

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

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

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

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

**5. ACCEPTABLE USE**

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

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

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

**6. CONNECTIVITY AND ACCESS**

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

**7. IMPLEMENTATION AND SUPPORT**

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

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

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

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

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

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

**Depot Exchange**: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer

shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

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

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

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

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

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

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

(i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;
(ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;
(iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;
(iv) Ensure that the Equipment is returned to Kronos properly packaged; and
(v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Equipment authorized by Kronos when issuing the RMA.

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

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

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

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

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

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

**9. EQUIPMENT**

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

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

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

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

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

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

**11.3** Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:
a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

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

**12.0 DATA SECURITY**
**12.1** As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

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

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

**13. INDEMNIFICATION**

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

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

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

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

**14. LIMITATION OF LIABILITY**

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

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

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

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

**EXHIBIT D-1**

**SERVICE LEVEL AGREEMENT (SLA)**

**Service Level Agreement:** The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit D-1. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

**99.75% Application Availability**

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

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

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

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

**"Excluded Event"** means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit D-1 is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

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

Currently scheduled Maintenance Periods for the Services are:

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

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

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

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

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

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

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

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

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

### 1. DEFINITIONS

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

**"Application(s)"** or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement. **"Billing Start Date"** means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

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

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

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

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

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

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

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

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

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

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

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

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

### 2. TERM

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

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

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

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

**2.5** If the Agreement is terminated for any reason:
(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;
(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;
(c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to

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

**3. FEES AND PAYMENT**

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

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

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

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

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

**4. RIGHTS TO USE**

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

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

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

notices contained on or in any information obtained or accessed by Customer through the Services.

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

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

**5. ACCEPTABLE USE**

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

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

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

**6. CONNECTIVITY AND ACCESS**

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

**7. IMPLEMENTATION AND SUPPORT**

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

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

**7.3** *Equipment Support.* If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:
(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.
(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.
(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

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

**8. Customer content**

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

**9. EQUIPMENT**

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

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

a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.

b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.

c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 7.

f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

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

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

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

**10. SERVICE LEVEL AGREEMENT**

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

**11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY**

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

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

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

a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or

c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

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

**12.0 DATA SECURITY**

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

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

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

**13. INDEMNIFICATION**

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

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

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

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

**14. LIMITATION OF LIABILITY**

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

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

**14.3** Except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' Suppliers, their respective

affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries, 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 F**
**KRONOS ADDENDUM**
**VOXEO PROPHECY SERVICE**
**(Licensed or User based)**

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

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

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

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

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

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

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

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

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

**SECTION G**
**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 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 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 G 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 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 SaaS Terms and Conditions set forth in Section D and to which this Section G shall apply.

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

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

**"Cloud Services"** means those services described in Section J, 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 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 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 I** 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 J** herein.

## SECTION H

**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 H"***) 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 H 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 H 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 H 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 H, and only as it pertains to the Extension Applications, the provisions of this Section H 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 H shall apply.

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

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

**"Cloud Services"** means those services described in Section J, 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 H, Kronos licenses to Customer the right to use the Kronos Cloud Encryption Gateway tool (***"Encryption Gateway Tool"***). The Encryption Gateway Tool will Encrypt PHI before it is transmitted to the Kronos Private Cloud and it will un-Encrypt the PHI when it is extracted from the Kronos Private Cloud in accordance with the encryption product documentation.
b. Kronos will deliver the Encryption Gateway Tool by giving Customer access to the secure Customer portal and such tool shall be available for download and to be installed by Customer, on Customer's server and behind its firewall at its location. The Encryption Gateway Tool will at all times be under Customer's control and Customer shall install updates to the Encryption Gateway Tool, when such updates are made available by Kronos. The Encryption Gateway Tool is licensed to Customer concurrently with the Extension Application(s) and upon termination or expiration of the license to use the Extension Application(s) or termination or expiration of Software Support maintenance, Customer's right to use the Encryption Gateway Tool shall also terminate.
c. Customer is entitled to receive the Support Services detailed in Section C/Section C-1.
d. The Application Availability SLA of the Agreement shall not apply to the Encryption Gateway Tool which is installed on Customer's server at Customer's control.

**8. CUSTOMER RESPONSIBILITIES**

Customer agrees to:

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

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

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

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

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

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

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

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

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

**9. CLIENT PARTNERSHIP SERVICES**

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

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

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

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

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

**10. BUSINESS ASSOCIATE AGREEMENT**

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

**11. DATA SECURITY**

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

## SECTION I

## BUSINESS ASSOCIATE AGREEMENT

### RECITALS

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

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

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

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

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

### AGREEMENT

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

**1. DEFINITIONS**

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

***1.1.*** **"Breach"** shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

***1.2.*** ***"Designated Record Set"*** shall have the meaning given such term under 45 C.F.R. § 164.501.

1.3. ***"Disclose"*** and ***"Disclosure"*** mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

1.4. ***"Electronic PHI"*** or ***"e-PHI"*** means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

1.5. ***"Protected Health Information"*** and ***"PHI"*** mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

1.6. ***"Security Incident"*** means a confirmed successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system which affects Covered Entity's PHI or e-PHI in possession and/or control of Business Associate. Security Incident shall exclude (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI.

1.7. ***"Services"*** shall mean the services provided to Covered Entity by Business Associate pursuant to the Underlying Agreement.

1.8. ***"Unsecured PHI"*** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

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

*1.10.* ***"Workforce"*** *shall have the meaning given to such term under 45 C.F.R. § 160.103.*

**2. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 **Permitted Uses and Disclosures of Protected Health Information**. Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose

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

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

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

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

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

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

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

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

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

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

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

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

## 3. COVERED ENTITIES RESPONSIBILITIES

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

## 4. TERM AND TERMINATION

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

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

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

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

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

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

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

## 5. MISCELLANEOUS

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

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

5.3 **Entire Agreement**. This BAA supplements and is entered into subject to the Underlying Agreement, and constitutes the entire agreement between the Parties for the services described herein and 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.

5.4 **Notices**. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement, or to

such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.4. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

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

**SECTION J**

**Cloud Services for Extension Applications Applicable to Sections G and H Only**

| Cloud Offering | |
|---|---|
| Environments:<br><br>One standard Production and one Non-Production (Development) environment.<br><br>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:<br><br>Restore of Production environment to one Non-Production environment once per week.<br><br>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.<br><br>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:<br><br>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.<br><br>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.<br><br>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.<br><br>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud. | Included |
| Backup:<br><br>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.<br><br>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud. | Included |
| Security: | Included |

| Cloud Offering | |
|---|---|
| Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts (AICPA) Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes. Additionally the independent auditor will provide an opinion on the design and operating effectiveness of controls to meet the security requirements of the Health Insurance Portability and Accountability Act Security Rule, which will be first issued by end of calendar year 2016.<br><br>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.<br><br>Customer agrees not to upload payment card information as the service is not certified for PCI DSS.<br><br>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:<br><br>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.<br><br>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.<br><br>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.<br><br>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud. | Included |
| Enhanced Disaster Recovery Services:<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>Excludes encryption gateway software running at a location in customer's control outside of Kronos Cloud. | If purchased on Order Form |

**Guidelines and Assumptions:**

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

## 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.

# Exhibit B

KRONOS

## Public Sector Pricebook - REV10272016

* Discount is based on quantities purchased at one time, not cummulative

*ee referenced below is an abbreviation for employee (i.e. 1-100ee is 1 to 100 employees)

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

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

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

| Item Description | Pricelist Name | List Price | Discount % | Final Price | Discount % | Final Price | Discount % | Final Price |
|---|---|---|---|---|---|---|---|---|
| **Workforce Telestaff** | | | <4,999 ee | | 5,000-9,999ee | | ≥10,000ee + | |
| TELESTAFF ENTERPRISE V2, V4, V5 or V6 | Telestaff | $ 140.00 | 39% | $ 85.40 | 41% | $ 82.60 | 43% | $ 79.80 |
| TELESTAFF AUCTIONS V2 | Telestaff | $ 50.00 | 39% | $ 30.50 | 41% | $ 29.50 | 43% | $ 28.50 |
| TELESTAFF BIDDING V4, V5 OR V6 - (FORMERLY TELESTAFF AUCTIONS V2) | Telestaff | $ 50.00 | 39% | $ 30.50 | 41% | $ 29.50 | 43% | $ 28.50 |
| TELESTAFF DATABASE SYBASE LICENSE - BASE SERVER | Telestaff | $ 125.00 | 39% | $ 76.25 | 41% | $ 73.75 | 43% | $ 71.25 |
| TELESTAFF DATABASE SYBASE LICENSE - CONCURRENT LICENSE | Telestaff | $ 125.00 | 39% | $ 76.25 | 41% | $ 73.75 | 43% | $ 71.25 |
| TELESTAFF DATABASE SYBASE LICENSE - CPU | Telestaff | $ 2,500.00 | 39% | $ 1,525.00 | 41% | $ 1,475.00 | 43% | $ 1,425.00 |
| TELESTAFF WEB TIMECARD V2 | Telestaff | $ 2,500.00 | 39% | $ 1,525.00 | 41% | $ 1,475.00 | 43% | $ 1,425.00 |
| TELESTAFF GATEWAY MANAGER V2, V4, V5 or V6 | Telestaff | $ 5,000.00 | 39% | $ 3,050.00 | 41% | $ 2,950.00 | 43% | $ 2,850.00 |
| TELESTAFF REPORTING V2 & V4 (INCLUDED WITH THE SOFTWARE KIT FOR V4.1 AND BEYOND) | Telestaff | $ 5,000.00 | 39% | $ 3,050.00 | 41% | $ 2,950.00 | 43% | $ 2,850.00 |
| TELESTAFF WEB ACCESS V2 - TSG HOSTED | Telestaff | $ 19.61 | 39% | $ 11.96 | 41% | $ 11.57 | 43% | $ 11.18 |
| TELESTAFF INSTITUTION FOCUS V2, V4, V5 OR V6 | Telestaff | $ 20.00 | 39% | $ 12.20 | 41% | $ 11.80 | 43% | $ 11.40 |
| TELESTAFF GATEWAY V2 I/F TO WFC V6/V7/V8 | Telestaff | $ - | 39% | $ - | 41% | $ - | 43% | $ - |
| WORKFORCE TELESTAFF GLOBAL ACCESS V4, V5 OR V6 | Telestaff | $ 25.00 | 39% | $ 15.25 | 41% | $ 14.75 | 43% | $ 14.25 |
| WORKFORCE TELESTAFF CONTACT MANAGER V4, V5 OR V6 | Telestaff | $ 15.00 | 39% | $ 9.15 | 41% | $ 8.85 | 43% | $ 8.55 |
| Workforce TeleStaff Enterprise V6 BUNDLE (Includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Add Contact Manager) - per Employee - NOTE ONLY AVAILABLE TO NET NEW TELESTAFF CUSTOMERS | Telestaff | $ 170.00 | 39% | $ 103.70 | 41% | $ 100.30 | 43% | $ 96.90 |
| Add Workforce TeleStaff Blueprints V6 - per Employee | Telestaff | $ 15.00 | 39% | $ 9.15 | 41% | $ 8.85 | 43% | $ 8.55 |

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

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

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

## Professional Services

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

## Client Partnership Services

CPS - # of Units sold should be calculated appropriately with the customer, the number of units will be validated and adjusted appropriately if applicable, as part of their Annual Maintenance Renewal.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Add | Client Partnership Services - 1-5 Units | CPS Services | $ | 5,700.00 | 0% | $ | 5,700.00 |
| Add | Client Partnership Services - 6-10 Units | CPS Services | $ | 10,000.00 | 0% | $ | 10,000.00 |
| Add | Client Partnership Services - 11-25 Units | CPS Services | $ | 15,000.00 | 0% | $ | 15,000.00 |
| Add | Client Partnership Services - 26-40 Units | CPS Services | $ | 25,000.00 | 0% | $ | 25,000.00 |
| Add | Client Partnership Services - 41-60 Units | CPS Services | $ | 40,000.00 | 0% | $ | 40,000.00 |
| Add | Client Partnership Services - 61+ Units | CPS Services | $ | 60,000.00 | 0% | $ | 60,000.00 |

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

## Cloud

| Cloud Hosting WFC Monthly Fee (WFC Monthly Fee are for the Workforce Central Suite Products) | Pricelist Name | List Price | Discount % | Final Price |
|---|---|---|---|---|
| Cloud Hosting WFC Monthly Fee 0 - 750 EE | Cloud | $ 1,500.00 | 0% | $ 1,500.00 |
| Cloud Hosting WFC Monthly Fee 751 - 1500 EE | Cloud | $ 2,100.00 | 0% | $ 2,100.00 |
| Cloud Hosting WFC Monthly Fee 1501 - 2500 EE | Cloud | $ 2,700.00 | 0% | $ 2,700.00 |
| Cloud Hosting WFC Monthly Fee 2501 - 5000 EE | Cloud | $ 3,800.00 | 0% | $ 3,800.00 |
| Cloud Hosting WFC Monthly Fee 5001 - 6250 EE | Cloud | $ 5,200.00 | 0% | $ 5,200.00 |
| Cloud Hosting WFC Monthly Fee 6251 - 7500 EE | Cloud | $ 6,500.00 | 0% | $ 6,500.00 |
| Cloud Hosting WFC Monthly Fee 7501 - 10,000 EE | Cloud | $ 8,000.00 | 0% | $ 8,000.00 |
| Cloud Hosting WFC Monthly Fee 10,001 - 15,000 EE | Cloud | $ 12,140.00 | 0% | $ 12,140.00 |
| Cloud Hosting WFC Monthly Fee 15,001 - 20,000 EE | Cloud | $ 15,140.00 | 0% | $ 15,140.00 |
| **Cloud Hosting WFC 12 Month Contract Term Startup Fee** | | | 0% | $ - |
| Cloud Hosting WFC 12 Month Contract Term Startup Fee 0 - 750 EE | Cloud | $ 4,050.00 | 0% | $ 4,050.00 |
| Cloud Hosting WFC 112 Month Contract Term Startup Fee 751 - 1500 EE | Cloud | $ 5,670.00 | 0% | $ 5,670.00 |
| Cloud Hosting WFC 12 Month Contract Term Startup Fee 1501 - 2500 EE | Cloud | $ 7,290.00 | 0% | $ 7,290.00 |
| Cloud Hosting WFC 12 Month Contract Term Startup Fee 2501 - 5000 EE | Cloud | $ 10,260.00 | 0% | $ 10,260.00 |
| Cloud Hosting WFC 112 Month Contract Term Startup Fee 5001 - 6250 EE | Cloud | $ 14,040.00 | 0% | $ 14,040.00 |
| Cloud Hosting WFC 12 Month Contract Term Startup Fee 6251 - 7500 EE | Cloud | $ 17,550.00 | 0% | $ 17,550.00 |
| Cloud Hosting WFC 12 Month Contract Term Startup Fee 7501 - 10,000 EE | Cloud | $ 21,600.00 | 0% | $ 21,600.00 |

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

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

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