

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR HUMAN RESOURCES INFORMATION SYSTEM SOFTWARE
FOR THE HUMAN RESOURCES DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the Human Resources Information System Software have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

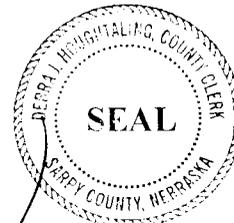
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

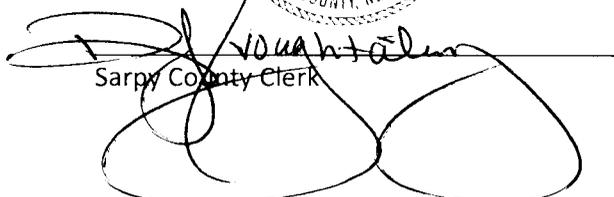
1. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the lowest responsible bidder Kronos Incorporated for Human Resources Information System Software in the amount of \$4.34 per license with a one time implementation fee of \$26,600.00 is accepted, ratified, and confirmed.
2. This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 7th day of October, 2014.

ATTEST:




Sarpy County Board Chairman


Sarpy County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for HRIS Software

On March 25, 2014 the County Board rejected the original bids for Human Resources Information System (HRIS) Software and granted permission for rebidding the project with HRIS, payroll and time and attendance. At this time it was generally believed that there could be a seamless operation with payroll and HRIS on the same platform.

While reviewing the bids under the rebid project, different vendors had different strengths within their proposals. ADP, the County's current payroll provider, is very proficient in the payroll side of the RFP in their ability to handle tax filings and other technical aspects without exception. While Kronos appears to be very proficient in human resources software with their ability to handle various pay structures and other aspects without exception. There is value in having a single platform; however the platform must be the best option for each department within the County. Since ADP is providing an effective payroll processing service to the Clerk's Office and at this time there does not appear to be a system that exceeds what ADP offers, the Clerk's Office has decided to remain with their current provider.

For the rebid project, the County received five (5) proposals. Vendors were to bid on three options including HRIS, payroll and time and attendance. Each option was to be bid with the County having the opportunity to choose which modules, if any, to pursue. Of the proposals submitted, one proposal was for time and attendance software only and therefore was not considered. Another proposal, Focuz, was out of our budget range so we did not invite them to provide vendor demonstrations. The three (3) remaining vendors (Tyler Technologies, ADP and Kronos) did provide vendor demos.

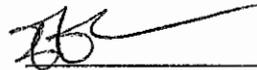
Tyler Technologies proposal included several exceptions some of which could be addressed with an additional cost proposal to modify the software. Should the County

To: Sarpy County Board of Commissioners
Re: Award Bid for HRIS Software

decide to implement a time & attendance module in the future, this platform is not available within this system. ADP also had several exceptions to the RFP and is unable to perform within the County's step compensation process. For example, employee pay grades would have to be manually entered and adjusted throughout the year. Kronos is able to perform within the scope of the RFP in terms of automating our step compensation process, notifying employees and generating forms and data required for HR to effectively complete their job along with having a robust reporting program where reports can be exported into various fields including Crystal Reports, Excel and PDF.

While running a long term analysis of the bids it is noted that Tyler Technologies is the low bid. The evaluation committee generally recommends the bid be awarded to the 2nd low bidder, Kronos Incorporated for an implementation fee of \$26,600.00 which includes a one-time cost for interfacing with the current ADP payroll product. The licensing fee will be \$4.34 per user, with an estimated 630 licenses for a total monthly recurring fee of \$2,734.20. This monthly fee will remain the same for the first five (5) years of the contract. Following implementation, the County will pay Kronos approximately \$32,810.40 annually.

September 24, 2014



Beth Garber

cc: Deb Houghtaling Karen Buche
Mark Wayne Linda Wells
Scott Bovick Matt Oberle
Brian Hanson Mark Walters
Renee Lansman
Fred Uhe



SARPY COUNTY HUMAN RESOURCES

MEMORANDUM

To: Beth Garber, Purchasing Contract Administrator
From: Karen Buche, SPHR *KAB*
Date: September 26, 2014
Subject: HRIS RFP Selection

The Human Resources Department completed its review of the RFP for its Human Resources Information Systems (HRIS) software system. After significant evaluation and discussion, the Human Resources Department has selected Kronos for its HRIS software.

Since Kronos assists more than 3,500 government clients and their software supports the nuances associated with public sector employers, we believe it is the best choice. Their HRIS system is configurable and cost effective and provides Human Resources with improved efficiencies as well as a means to improve transparency and communication with the County's employees.

Kronos HRIS delivers the following functionality:

- Employee Self-Service Portal (fully configurable, ability to add hyperlinks, internal messaging system outside of email, employee surveys, online forms such as W-4, supervisor orientation checklist, etc.)
- Benefit Administration (including online benefit enrollment, carrier connectivity, etc.)
- Compensation Administration (supports step structures, pay for performance, longevity, etc.)
- Performance Administration (configurable online evaluations including competencies, skills, and goals as well as tracking of disciplinary actions)
- Separation Information (reasons, eligibility for rehire, property/equipment checklist, etc.)
- Employee Development & Training Administration (training attended, certifications held, establishment of training calendar, self-scheduling for training sessions, etc.)
- FMLA Tracking (certifications, type of leave, etc.)
- Report Administration (provides both standard and report writing capabilities)
- Query Tool (allows users to access data views, add selection criteria, save, and run queries with results presented in Microsoft Excel).

The Kronos solution provides configurable workflows tying steps together within the system thereby speeding entry of data and automating notification to end users. Effective dating is also supported. With the automated functionalities, productivity of the Human Resources Department as well as end users will improve.

The implementation and use of HRIS software will affect each office and department within the County. As with any change, time will be need to train users with respect to the system's capabilities.

Beth, thank you for your assistance, guidance, and patience throughout this process. Your expertise is much appreciated.



Sarpy County Information Systems
1210 Golden Gate Drive Suite 1128
Papillion, Nebraska 68046

402 . 593 . 2325
www.sarpy.com

MEMORANDUM

To: Brian Hanson, Purchasing Agent
From: Mark L. Walters, Information Systems
Subject: HRIS Selection
Date: October 2, 2014

Information Systems (I.S.) has been involved in the Work Force Management System (HRIS, Time and Attendance, Payroll) selection committee to ensure that technology requirements are appropriate for the current and planned Information Technology (I.T.) infrastructure at the County.

Last year the County went out for bid on a HRIS software product. During the discussions and demonstrations it was apparent that the County should take a step back and consider reviewing a single vendor Work Force Management System (WFMS). A system that would be provided by one vendor and would seamlessly pass data between all parts of the WFMS. Information Systems (I.S.) agreed with this thought process and highly encouraged other members of the HRIS Committee that this would be worth the time and effort to re-bid for a WFMS not just HRIS.

Technology today is more than automating a function or process, it has now become the tool to integrate systems and share data and information. Business today is finding that savings and value are found in system integration not in just automation. I.S. believes the best approach for the future of the WFMS is to have a single vendor provide the major components.

Here are some CONS to multiple vendor WFMS system:

- Multiple Contracts
- Multiple Contacts
- High probability of custom Interface expenditures
- Interfaces that are not tested between different vendor products
- Inability of the County to move forward on software products because of the change/cost/testing of various vendor interfaces
- Multiple sign-ons and security credentials for the work force
- Overall complexity of different systems, various looks, various feels

Here are some PROS to multiple vendor WFMS system:

- Best functionality/feature for each major component of WFMS

The proposed solution will not have a Time and Attendance feature for all County Departments, and will consist of this:

1. Kronos (vendor), HRIS
2. ADP (vendor), Payroll
3. OSL (vendor), Time and Attendance (SCSO/911 only)

In the future it is possible that OSL will provide Time and Attendance for all employees or another company like Kronos or ADP may be selected for the non-SCSO/911 Departments.

I.S. understands that each component of the WFMS is important to the responsible Department/Office and that a single Vendor may not provide the best functionality/features. In this particular case it appears cost and functionality are separating the responsible Departments/Offices from selecting a single vendor solution.

I.S. still believes that the best approach is to have a single vendor WFMS and would suggest that the County may want to pursue a professional consultant to make an independent evaluation and make a recommendation to the County.

The final three(3) software vendors systems, all or in part, are compatible with the County's I.T. infrastructure. Tyler's offering was not a SaaS (hosted) solution but would work with the current systems in place at the County.

Please contact me if you have any questions or you need any additional details. You can contact me at 593-2325.

cc: Mark Wayne
Scott Bovick
Karen Buche
Deb Houghtaling
Beth Garber

MEMORANDUM

DATE: August 20, 2014
TO: Brian Hanson, Beth Garber, Mark Walters, Karen Buche, Linda Welles
RE: Bid for HRIS/Payroll/Time and Attendance

The County Clerk's office has reviewed the bids for HRIS, Payroll and Time and Attendance and determined that the best option for our office would be to continue using ADP's payroll processing and pursue Time and Attendance in the near future.

Since implementing ADP Payroll (in 2008) we have greatly improve our processes and accuracy and feel that they meet our current needs. A complete conversion of payroll processes is a long and tedious task but we agreed that if there would be great advantages to such a change we would consider it. That said...we didn't find substantial added benefits with either Kronos or Tyler. The importance of ADP's handling of our tax compliance, filing and reporting was a huge component in our decision to continue to use them. We do plan to have conversations with ADP about their latest payroll upgrade and feel there are benefits in doing so. We'd like to review the requirements for the upgrade and we'll consider the cost involved.

ADP has helped us reduce payroll errors while improving the abilities of our payroll clerk and our general productivity but we understand there is still room for improvement. We do hope that whatever HRIS system is chosen by H.R. that ADP can assure us a smooth integration and sharing of information and help us to create and maximize efficiencies with whatever other systems the County uses, including Munis.

ADP provides:

- Payroll processing
- Tax compliance and filing and will pay tax penalties and interest, if needed
- Time and labor management - improved with Time and Attendance
- Benefits changes to pay including health and dental, flexible spending account, garnishments and workers compensation
- Management of hours or funds such as FMLA, COBRA, and deferred compensation

Given the volume of payroll related transactions we do, even seemingly insignificant inefficiencies or errors can become costly. ADP has helped us increase productivity, reduce overtime, simplify report writing, and reduce errors that caused under/overcompensation. Fully automating payroll requires expertise in non- technical areas that include tax, payment systems, and regulatory policies. ADP has been responsive to our needs and any questions we've had in these areas.

TIME and ATTENDANCE

Time and attendance, on the other hand, would probably deliver the biggest benefit overall for our office and the County and our recommendation, at this time, is to hold off on making the decision on "what Time & Attendance package to use" and begin the process and focus on

changing payroll from "paying current to paying in arrears" which will provide immediate improvement. We will be presenting information to the County Board regarding the benefits and why we are recommending this change. We realize how important it will be to notify our employees of this change and will provide them with all the information and answers they may have.

After completing our payroll change we'd like to take time to review OSL (Sheriff's office Time & Attendance package) and see what benefits and savings, if any, can be acquired by using that program. If the costs and processes are not beneficial to the County we could then look at other Time & Attendance options and consider our needs.

Currently we have limited automation with regard to time management of our employees (variety of time cards, sheets and templates) and its costly and labor intensive for both payroll and employees with our current process. Time and Attendance would improve challenges such as:

- Employee attendance and overtime data must be accurately collected on a timely basis to produce payroll. Employees are submitting information both manually and some electronically but it must be verified by managers on paper before it can be submitted to payroll.
- Data that must be manually entered into our payroll system from time cards or timesheets is prone to error, so our payroll clerk must manually correct and review data first or risk disputes or overcompensation.
- With our current processes, we often learn about absences/termination, FMLA, or overtime when it is too late to adjust payroll information.
- Without proper documentation of hours worked and county policies in place, we could be challenged to defend disputes related to employee errors, overtime owed, and other pay issues.

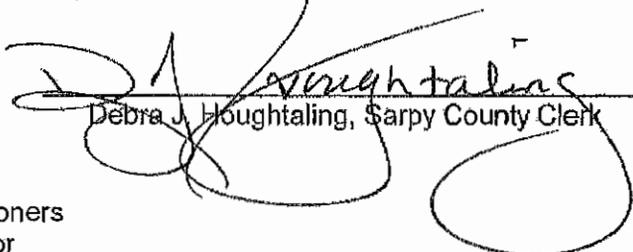
As you know the county merely has a "time card" process that requires employees, managers, and payroll clerks to spend time on timecards and payroll with each payroll cycle:

- Employees must record their time worked on time cards or timesheets
- Managers must review, revise, or authorize time worked
- Payroll clerks must review, rekey, validate, and calculate time worked and pay rules into payroll.

Productivity could improve greatly if tasks can be delegated away from the payroll and HR directly to the employees or managers who can verify the data and can complete them more quickly. Something we'd like to strongly consider after accomplishing some other major endeavors in my office.

Thank you and your staff for assisting in development of the RFP.)

August 20, 2014


Debra J. Houghtaling, Sarpy County Clerk

cc: Sarpy County Board of Commissioners
Mark Wayne, County Administrator
Scott Bovick, Deputy Administrator

Human Resources Information System, Time Attendance, Payroll Software
for the
Clerk's Office and Human Resources Department

2:00 p.m.
June 12, 2014

	Tyler Technologies	ADP	Kronos	Focuz Infotech	Replicon
Base Bid - All Modules					
One Time Fees					
One Time Implementation Fee	\$76,650.00	\$16,015.04	\$86,700.00	\$241,200.00	
Training Fee	\$53,375.00	\$0.00	\$0.00	\$15,000.00	
Monthly Fees					
Total Monthly Fees	\$0.00	\$13,462.00	\$6,041.70	\$30,000.00	
Optional Modules – Monthly Fees					
Option 1 – Reconciliation	Modification	\$0.00	Third Party	\$15,000.00	
Option 2 – COBRA	\$0.00	\$492.00	Third Party	\$15,000.00	
Option 3 – FSA	\$0.00	\$1,242.00	Third Party	\$15,000.00	
Maintenance Fees					
Year 2 Maintenance	\$12,001.50	\$0.00	\$0.00	\$51,000.00	
Year 3 Maintenance	\$12,501.58	\$0.00	\$0.00	\$55,000.00	
Year 4 Maintenance	\$13,231.65	\$0.00	\$0.00	\$60,000.00	
Year 5 Maintenance	\$13,893.23	\$0.00	\$0.00	\$65,000.00	
Option 1 - Modules Bid Separately					
HRIS Module					
One Time Fees					
One Time Implementation Fee	\$39,500.00	\$5,995.00	\$22,600.00	\$80,000.00	
Training Fee	\$18,800.00	\$0.00	\$0.00	\$5,000.00	
Monthly Fees					
Total Monthly Fees	\$0.00	\$6,497.00	\$2,734.20	\$10,000.00	
Optional Fees					
Option 1 - Reconciliation	Modification	\$0.00	Third Party	\$15,000.00	
Option 2 - COBRA	\$0.00	\$320.00	Third Party	\$15,000.00	
Option 3 - FSA	\$0.00	\$1,242.00	Third Party	\$15,000.00	
Maintenance Fees					
Year 2 Maintenance	\$7,560.00	\$0.00	\$0.00	\$38,000.00	
Year 3 Maintenance	\$7,938.00	\$0.00	\$0.00	\$39,000.00	
Year 4 Maintenance	\$8,335.00	\$0.00	\$0.00	\$40,000.00	
Year 5 Maintenance	\$8,751.65	\$0.00	\$0.00	\$41,000.00	
Time & Attendance Module					
One Time Fees	Included with Payroll				
One Time Implementation Fee		\$10,000.00	\$41,500.00	\$51,200.00	\$6,500.00
Training Fee		\$0.00	\$0.00	\$5,000.00	\$0.00
Monthly Fees					
Total Monthly Fees		\$4,715.00	\$3,841.30	\$10,000.00	\$6.25/user per month
Maintenance Fees					
Year 2 Maintenance		\$350 per clock	\$0.00	\$38,000.00	
Year 3 Maintenance		\$350 per clock	\$0.00	\$39,000.00	
Year 4 Maintenance		\$350 per clock	\$0.00	\$40,000.00	
Year 5 Maintenance		\$350 per clock	\$0.00	\$41,000.00	
Payroll Module					
One Time Fees					
One Time Implementation Fee	\$33,150.00	\$0.00	\$22,600.00	\$80,000.00	
Training Fee	\$34,575.00	\$0.00	\$0.00	\$5,000.00	
Monthly Fees					
Total Monthly Fees	\$0.00	\$2,250.50	\$2,734.20	\$10,000.00	
Maintenance Fees					
Year 2 Maintenance	\$4,441.50	\$0.00	\$0.00	\$38,000.00	
Year 3 Maintenance	\$4,663.58	\$0.00	\$0.00	\$39,000.00	
Year 4 Maintenance	\$4,896.75	\$0.00	\$0.00	\$40,000.00	
Year 5 Maintenance	\$5,141.59	\$0.00	\$0.00	\$41,000.00	
			Kronos has opt add ons		



Order Form - Workforce Central SaaS for SMB v3.2.1

Quote #:
 Expires: 9/26/2014
 Prepared By: Keith Moran

Order Type: Standard US
 Date: 9/22/2014

Bill To: Attn: Karen Buche
 Sarpy County
 1210 Golden Gate Drive
 Papillion, NE 68046

Ship To: Attn: Karen Buche
 Sarpy County
 1210 Golden Gate Drive
 Papillion, NE 68046

Solution ID: 6121067
 Currency: US
 Customer PO #:
 Initial Terms: Month to Month

Email: exception@kronos.com
 FOB: Shipping Point
 Ship Method: FedEx Ground
 Freight Terms: Prepay & Add

Notes:

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"). The parties acknowledge and agree that from Exhibit A of the Contract #14-JLR-003 only Sections A and D apply to this Order. The notes below are intended to supersede any conflicting terms and conditions of Contract #14-JLR-003 dated March 18th, 2014. Notwithstanding anything to contrary, the one time implementation fees shall be due 33% net 30, 33% net 60, 34% net go live.

The Initial Term will be for a five (5) years period commencing ninety (90) days after execution of the Order Form by both the Vendor and County. Following the five (5) year Initial Term, the Contract shall automatically renew for one (1) year periods. The cost for the renewal years will be provided in writing to the County ninety (90) days prior to the expiration date of the current contract year. If Sarpy County does not receive any notification of price changes, the prices are to remain the same. For the purposes of clarity, Customer and Kronos agree that the Implementation WFC SaaS SMB A La Carte line item listed on the Order Form will serve to facilitate the customer's WF HR Employee Demographic to ADP Workforce Now Payroll Data Export.

The parties agree to delete and replace Section D 3.4 with the following: "Customer agrees that except if Customer terminates for material breach of this Section D by Kronos, if Customer has not paid to Kronos the annual contract value of the then current annual period at the conclusion of such annual period or the earlier termination of the Services, whichever is earlier, Kronos shall bill, and Customer shall pay within thirty (30) days of the date of such invoice, the difference between the total Monthly Service Fees then paid by Customer in such annual period and the annual contract value for such period, less SLA Credits, if any, that have been earned previously by Customer but not yet credited." The monthly service fees listed herein shall be invoiced monthly in arrears. Payment shall be due net 30.

Start Date: Earlier of go-live or 90 days from the date this Order Form is signed by the parties.

SOFTWARE

Item	License/Qty	PEPM	Monthly Price
Workforce Human Resources v7	630	\$4.34	\$2,734.20
Workforce HR/Payroll Administrator v7	7	\$0.00	Included
Workforce HR/Payroll Employee v7	630	\$0.00	Included
Workforce HR/Payroll Manager v7	63	\$0.00	Included
Monthly Total:			\$2,734.20

A La Carte Service Options - WF HR

Item	Qty	Unit Price	Total Price
HRMS Self-Service Bundle	1	\$0.00	\$0.00
WF HR Feature Configuration (Open Enrollment)	1	\$0.00	Included
WF HR Feature Configuration (Life Events)	1	\$0.00	Included
WF HR Feature Configuration (Compensation Management)	1	\$0.00	Included
WF HR Feature Configuration (Performance Management - cycles)	1	\$0.00	Included
WF HR Feature Configuration (Performance Management - forms)	1	\$0.00	Included
WF HR Feature Configuration (Applicant Tracking - Kiosk)	1	\$0.00	Included
WF HR Feature Configuration (Applicant Tracking - WWW)	1	\$0.00	Included
WF HR Employee Demographic to ADP Payforce Payroll Data Export	1	\$4,000.00	\$4,000.00
Total Price			\$4,000.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
Implementation WFC SaaS SMB		\$22,600.00
Implementation WFC SaaS SMB A La Carte		\$4,000.00
KnowledgePass SaaS WFC SMB		Included
Training Points WFC SaaS SMB	8,125	Included
Total Price		\$26,600.00

SUMMARY

Item	Total Price
Monthly Software Fee	\$2,734.20
Monthly Hardware Fee	\$0.00
Monthly Add-On Hosting Fee	\$0.00
Total Monthly Service Fees:	\$2,734.20
Implementation WFC SaaS SMB	\$22,600.00
Implementation WFC SaaS SMB A La Carte	\$4,000.00
Equipment Purchase/Support and Accessories	\$0.00
Total One Time Fees:	\$26,600.00

Sarpy County
 By:
 Name: Jim Thompson
 Title: Chairman
 Date: 10-7-14

Kronos Incorporated
 By:
 Name: Mary Lavoie, Order Management, Team Lead
 Date: Oct 9 2014 3:52 PM

Kronos | Time & Attendance - Scheduling - Absence Management - HR & Payroll - Hiring - Labor Analytics

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

THIS Amendment One to the Contract #14-JLR-003, is made this 4th day of June, 2014, by and between Harford County Public Schools, hereafter called "Owner" and Kronos Incorporated, a corporation at 297 Billerica Road, in the City of Chelmsford and State of Massachusetts, hereinafter called "Contractor".

WITNESSETH: That the parties wishes to update the Contract #14-JLR-003 to adjust certain terms and also the pricing for certain products and services.

1. **Contract Terms and Conditions:** The parties hereby agree to amend the Contractor terms and conditions as set forth in Exhibit A of this Amendment.
2. **Product and Pricing:** The parties hereby agree to amend the contract to include the newly developed product, Timelink, with pricing consistent with the structure of the original solicitation offering.
3. All other terms and conditions shall remain the same.

This is an indefinite quantity contract with no specific assigned dollar value.

IN WITNESS WHEREOF, the parties to these presents have executed this in the year and day first above mentioned.

Harford County Public Schools

Jeffrey LaPorta
Jeffrey LaPorta, CPPB, Supervisor of Purchasing

June 5, 2014

Date

Kronos Incorporated
Company Name

John O'Brien
Company Representative Printed Name

Sr. V.P. Global Sales
Company Representative Title

[Signature]
Company Representative Signature

June 5, 2014
Date

Mary Lavoie, Order Management, Team Lead
Oct 9 2014 2:23 PM

Mary Lavoie



EXHIBIT A TO AMENDMENT 1 OF CONTRACT #14-JLR-003

AMENDMENT TO THE
KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES (103113V2)

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 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; and
- (iv) Section E shall apply to the Workforce Ready SaaS Order.

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 agrees 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 Kronos Travel and Expense P 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 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 Teleline Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

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

7. ACCEPTANCE

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

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

8. LIMITED WARRANTY

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

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

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

9. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

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

(b) WARRANTY

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

(c) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

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

10. SOFTWARE SUPPORT SERVICES

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

10.1 SUPPORT OPTIONS

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

10.2 TERM OF SOFTWARE SUPPORT

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

10.3 GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' pricing set forth in this Agreement.
- (ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:

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

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

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

10.5 PAYMENT

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

10.6 ADDITION OF SOFTWARE

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

10.7 RESPONSIBILITIES OF CUSTOMER

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

10.8 DEFAULT

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

10.9 WARRANTY

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

11. EQUIPMENT SUPPORT SERVICES

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

11.1 TERM

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

11.2 PAYMENT

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

11.3 DEPOT SUPPORT SERVICE DESCRIPTION

Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number, Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and can be found at <https://customer.kronos.com/contact/contact-phone.aspx> and are subject to change. Return and repair

procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (b) below) are included in both Depot Exchange and Depot Repair Support Services.

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

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

Kronos warrants that all repairs performed under the Agreement shall be performed in a professional and competent manner. In the event of a breach of this warranty, the exclusive remedy of Customer and sole liability of Kronos shall be replacement of the repaired Equipment.

11.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION

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

- (i) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and
 - (ii) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.
- Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos. Kronos warrants that all service packs and firmware updates provided under this Agreement shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

11.5 RESPONSIBILITIES OF CUSTOMER

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

- (a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;
- (b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- (c) Ensure that the Product(s) are returned to Kronos properly packaged; and
- (d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Product authorized by Kronos when issuing the RMA.

11.6 SUPPORT EXCLUSIONS

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

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

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

11.7 WARRANTY

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

11.8 LIMITATION OF REMEDIES

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

12. KRONOS SUPPORT SERVICE POLICIES

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

13. FIRMWARE

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

14. TRAINING POINTS

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

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

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

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

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

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

The KnowledgePass Subscription is available when the Customer subscribes on 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 solely 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 and can order Kronos to stop the performance of the services upon receipt of the notice. In such event, the Customer agrees to pay for the products delivered and the services performed under the terms of the Agreement prior to the receipt by Kronos of the termination notice.

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

These terms and conditions apply to the cloud services which are identified in the Pricing as the Cloud 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 referred 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, relieve 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 and related services and materials (including applicable documentation) and Equipment (if any) specified on an Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the password protected customer area of a Kronos website.

1. DEFINITIONS

"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 Section D.

"Cloud Services" means those services related to Customer's hosting environment such as hosting 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. Unless otherwise set forth in a Statement of Work, Cloud Services are described as set forth at: <http://www.kronos.com/products/smb-solutions/workforce-central-saas/implementation-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 services provided by Kronos to set up the hosting environment and configure the Services, including educational services and training. Unless otherwise set forth in a Statement of Work, Kronos' and Customer's implementation responsibilities are described in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/smb-solutions/workforce-central-saas/implementation-guidelines.aspx> Implementation Services may be provided as 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.

"Minimum Contract Value" means the total of all Monthly Service Fees to be invoiced during the Initial Term.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the 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, including without limitation the Applications and the prices and fees to be paid by Customer.

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

"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, (ii) the Equipment purchased or rented hereunder, (iii) the Implementation Services and Cloud Services, and (iv) such other services, items and offerings set forth on an Order Form.

"Start Date" means the date billing commences for the Services (excluding the Implementation Services) as indicated on the applicable Order Form. For any Services ordered by Customer after the date of this Section D which are incremental to Customer's then-existing Services, the Start Date shall be the date the applicable Order Form is executed by Kronos and Customer.

"Statement of Work", "SOW", "Services Scope Statement" and "SSS" are interchangeable terms referring to a written description of the Implementation Services and Cloud Services as mutually agreed upon by Kronos and Customer. An SOW supersedes any implementation guidelines or descriptions on a web page referenced in this Section D.

"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.

"Term" means the Initial Term and any monthly renewals thereafter, as further set forth in Section 2.1.

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

2. TERM

2.1 The Services shall commence on the 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, the Term shall automatically renew on a month-to-month basis until terminated in accordance with the provisions hereof. 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.

2.2 At any time after the Initial Term: (i) Customer may terminate the Services for convenience upon thirty (30) days prior written notice, and (ii) Kronos may terminate the Services for convenience upon ninety (90) days prior written notice.

2.3 Either party may suspend or terminate the Services upon a material breach of this Section D 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 or terminate the Services immediately upon notice in the event of any Customer breach of Sections 3 (Right to Use), 4 (Acceptable Use), or 14 (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 Services immediately upon written notice to the other party.

2.5 If the Services are terminated for any reason:

- (a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued for the Services prior to the date of termination, provided that if Customer terminates for material breach of this Section D by Kronos, Kronos shall be responsible to refund to Customer unused pre-paid Implementation Service fees, if any;
- (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect;
- (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 may 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 this Section D, which by their nature are intended to survive termination, shall so survive.

3. FEES AND PAYMENT

3.1 In consideration of the delivery of the Services, 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. If Customer and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services such services will be provided and payable in accordance with Section B. All fees payable for the Services shall be sent to the attention of Kronos as specified on the invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Except as expressly set forth in this Section D, all amounts paid to Kronos are non-refundable. Customer acknowledges that fees may be charged to Customer by third parties for add-on features or functionality provided by such third parties.

3.2 If any amount owing under this or any other agreement for Services 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 Deleted Intentionally.

3.4 Customer agrees that except if Customer terminates for material breach of this Section D by Kronos, if Customer has not paid the Minimum Contract Value to Kronos at the conclusion of the Initial Term or the earlier termination of the Services, whichever is earlier, Kronos shall bill, and Customer shall pay within thirty (30) days of the date of such invoice, the difference between the total Monthly Service Fees then paid by Customer and the Minimum Contract Value, less SLA Credits, if any, that have been earned previously by Customer but not yet credited.

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 Application(s) and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which are included in the Services, excluding such Third Party software, libraries or other components as are licensed directly from such Third Parties. 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 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.

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 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 the applicable requirements of federal and state law. 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 Section D.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in the Services. Customer represents and warrants to Kronos that the Customer Content does 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 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, (d) 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 this Section D. 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 this Section D. Customer agrees that Kronos may audit Customer's use of the Services.

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. 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 SSS, Kronos will create a change order for Customer's review and approval and any additional implementation Services to be provided by Kronos in accordance with Section B. 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.

7.2 Additional Services. Customer may engage Kronos to provide other services which may be fixed by activity or provided on a time and materials basis as indicated on the applicable Order Form.

7.3 Support. Kronos will provide 24x7 support for the hosting infrastructure, the availability to the hosting 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 such updates automatically as part of the Services.

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

(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.

(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) Customer shall be entitled to receive 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 Kronos.

(d) Kronos warrants that all service packs and firmware updates provided under this Section D 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).

(e) 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, in all circumstances, Customer agrees to:

- (i) Maintain the Equipment in an environment conforming to the Documentation 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.

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is listed 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 Implementation Services are described in the Services Implementation Guideline rather than 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: <http://www.kronos.com/products/smb-solutions/workforce-central-saas/training-guidelines.aspx>

Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

8. CUSTOMER CONTENT

Customer shall own all Customer Content and posts or other inputs into the Services by Customer or others acting on behalf of or through Customer. 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 and to disclose such aggregated information for its customers generally. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with this Section 8 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 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 contemporaneously with the Term of the other Services provided under this Section 9.
- 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 this Section 9.
- 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 Services, Customer agrees that Customer shall return the Equipment to Kronos within thirty (30) days at Customer's expense. 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 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 herein if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services shall commence upon expiration of the Warranty Period.

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 A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE service level agreement, SHALL BE THE REMEDIES PROVIDED IN exhibit A.

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 Services for cause in accordance with Section 2 above 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 SECTION D OF 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/emb-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 this Section D.

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 this Section D or as required by law.

12.3 Prior to initiation of the Services and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the 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 this Section D, (b) replace or modify the Services so that the Services become non-infringing but remain substantially similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Services 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 Kronos' documentation for such Service or as authorized by this Section D; (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 this Section D. 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 officers, directors and employees for all Claims resulting from: (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 Section D, 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 this Section D 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, 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 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 E

KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE (SAAS) TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section E shall apply to the Kronos software application programs and related services and materials (including applicable documentation) and equipment (if any) specified on an Order Form for Workforce Ready (collectively, the "Services"). The Services described on an Order Form shall be delivered by means of Customer's permitted access to the password protected customer area of a Kronos website.

1. TERM

1.1 The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos' receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date"), and shall continue indefinitely on a month-to-month basis until terminated in accordance with the provisions hereof (the "Term"). Customer acknowledges that execution of separate third party agreements may be required in order for Customer to "go live" with certain add-on features or functionality, including tax filing services ("Add-on Features"), as identified by Kronos on the Order Form.

1.2 Customer may terminate the Services or the Agreement for convenience upon thirty (30) days prior written notice.

1.3 Either party may suspend or terminate the Services or 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 or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 3 (License to Use), 4 (Acceptable Use), or Section A.4 (Confidential Information), below.

1.4 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, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request 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.

1.5 If the Agreement is terminated for any reason:

- (a) Customer shall pay Kronos within thirty (30) days all fees accrued for the Services prior to the date of termination, provided that if Customer terminates Kronos for material breach of the Agreement, Kronos shall be responsible to refund to Customer unused pre-paid service fees, if any;
- (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect;
- (c) Within fifteen (15) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws. After such time period, Kronos shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos, these services may be contracted from Kronos at Kronos' then published rates.
- (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, upon prior written approval of Kronos, 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.

2. FEES AND PAYMENT

2.1 In consideration of the delivery of the Services, 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. All fees payable for the Services shall be sent to the address specified on the Kronos invoice. Unless otherwise indicated on an Order Form, payment terms for all items except the Setup Fees shall be net upon receipt of invoice. Except as expressly set forth in this Section E, all amounts paid to Kronos are non-refundable.

2.2 The Setup Fees shall be invoiced upon execution of the Order 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. Monthly Service fees shall be based on monthly periods that begin on the Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as described in Section 8 below. 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; or, (c) per transaction basis (e.g.: pay statement). 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; (vi) human resource reporting has been performed for or on such employee; or, (vii) such employee has been marked as an "Active" status during the period.

2.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 1.3 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") as identified on the Order Form. The Minimum Monthly Fees shall be calculated by Kronos based on Customer's anticipated monthly 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.

2.4 If any amount owing under this or any other agreement for Services is 30 or more days overdue, Kronos may, without limiting its other rights and remedies, accelerate unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Kronos will provide at least 7 days' prior notice that Customer's account is overdue before suspending Services.

2.5 Deleted intentionally.

3. LICENSE TO USE

3.1 Subject to the terms and conditions of this Section E, Kronos hereby grants Customer during the Term a limited, revocable, non-exclusive, non-transferable, non-assignable license to use for internal business purposes only: a) the Kronos application(s) and related services, including applicable Services description documentation and training materials (the "Documentation"); and, b) any embedded third party software, libraries, or other components, which collectively comprise the Services. The Services contain proprietary trade secret technology of Kronos. Unauthorized use and/or copying of such Services are prohibited by law, including United States and foreign copyright law. Customer may use the software included in the Services in object code form only, and shall not reverse compile, disassemble or otherwise convert such software into uncompiled or unassembled code. Customer acknowledges and agrees that the license 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 third party suppliers ("Suppliers"), is granted hereunder.

3.2 Customer may authorize its third party contractors and consultants to access the Services on an as needed basis, provided Customer: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with this Section E of this Attachment; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

3.3 Customer agrees and acknowledges that Kronos retains ownership of all right, title and interest in the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express licenses granted herein, Customer shall not obtain or claim any rights in or ownership interest in the Services or any associated intellectual property rights therein. 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.

3.4 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. 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.

3.5 Kronos reserves the right to change or discontinue 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.

4. ACCEPTABLE USE

4.1 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 Section E.

4.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose Customer's data and other content ("Customer Content") in connection with the Services. Customer represents and warrants to Kronos that the Customer 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.

4.3 Customer will not (a) use, or allow the use of, the Services or Customer Content 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, (d) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

5. CONNECTIVITY AND ACCESS

5.1 Customer acknowledges that it 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); (b) provide Kronos and its 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 this Section E of this Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under this Section E of this Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage; (iii) make all necessary arrangements as may be required to provide such physical access to Customer's computer and network environment if necessary for Kronos to perform its obligations under this Section E of this Attachment.

5.2 Customer shall be fully responsible for all access requirements imposed by law, rule, regulation or contract in order for Kronos to deliver the Services pursuant to the terms of this Section E of this Agreement. Customer shall provide 30 calendar days advance written notice to Kronos of any change, modification, or reconfiguration of components or elements of the Customer's computer and network environment which may, in any manner, affect Customer's access to the Services.

6. SUPPORT

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

- b) Depot Exchange Services for Equipment. As needed, Kronos will send a replacement for Equipment rented (in accordance with Section 8 below) on an advance exchange basis by next-business-day delivery, when available. When Customer receives replacement Equipment, Customer shall return the defective unit to Kronos for repair. Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.
- c) Standard Support. Kronos will provide telephone support 8:00 a.m. to 6:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.
- d) 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.

7. CUSTOMER CONTENT

Customer shall own all Customer Content and posts or other inputs into the Services by Customer or others acting on behalf of or through Customer, including but not limited to information, data (such as payroll data, vacation time, and hours worked), logos, text, multimedia images (e.g. graphics, audio and video files), compilations or any other content shared or processed through the Services. Kronos acknowledges that all such 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 this Section E and applicable law.

8. EQUIPMENT RENTAL

If Customer purchases or rents time clocks or other equipment from Kronos, a description of such Equipment (model and quantity) and the applicable pricing shall be listed on the Order Form (the "Equipment"). Delivery terms for the Equipment are FOB shipping point, prepay and add. Customer shall bear all risk of loss or damage while the Equipment is in transit to Customer.

8.1 The following additional terms apply only if Customer rents Equipment 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.
- 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 its obligations under this Section E.
- 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 their 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 6 above. The cost of such support service shall be included in the Monthly Services Fees.

Return Of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer agrees that Customer shall disconnect, crate and return the Equipment to Kronos within thirty (30) days at Customer's expense. 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, Kronos shall invoice Customer for the then list price of the Equipment. Upon termination of the Order Form, Customer agrees that Customer shall disconnect, crate and return the Equipment to Kronos within thirty (30) days at Customer's expense. 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, Kronos shall invoice Customer for the then list price of the Equipment.

8.2 The following additional terms apply only if Customer purchases Equipment from Kronos:

- a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier (FOB – Shipping Point, Prepay and Add). The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery.
- b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 6 above if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services shall commence upon expiration of the Warranty Period.

9. 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 8:00 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 god, 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.

10. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

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

10.2 Kronos' obligation and Customer's remedy for any breach of the above 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 deficiencies in the

Services, after using its commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining term of the Order Form for cause in accordance with Section 1 above as Customer's 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 and/or verify the same.

10.3 Kronos warrants that all equipment shall be free from defects in materials and workmanship during the warranty period as described in article 8 above. In the event of a breach of this warranty, customer's 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 published specifications 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 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 WARRANTED IN THIS SECTION 10, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS AND IMPLIED, ORAL OR IN WRITING, INCLUDING 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 SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM. KRONOS PROVIDES NO WARRANTY FOR SUPPLIER HARDWARE OR SOFTWARE EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED ON AN ORDER FORM.

11.0 DATA SECURITY

11.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for 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 this Section E.

11.2 As between Customer and Kronos, all personally identifiable data contained in any applications or systems supplied by Kronos, or to which Kronos has access to under this Section E ("Personally Identifiable Data") is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of its knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing and/or disclosure of Personally Identifiable Data by Kronos and its 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 its duties and responsibilities under this Section E or as required by law.

11.3 Prior to initiation of the Services and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its 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.

11.4 Upon the cessation of the Services, Customer shall be afforded the opportunity to retrieve all Personally Identifiable Data in accordance with Section 1.5 above.

12. RESPONSIBILITY OF CUSTOMER

12.1 If notified in writing of any action (and all prior related claims) brought against Customer based on a claim that the Services infringe or misappropriate any United States or Canadian copyright or patent, Kronos will indemnify and hold Customer harmless and defend such action at its sole cost and expense and pay all costs including reasonable attorney fees and damages resulting from such claim. Kronos will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Customer will cooperate fully at Kronos' expense with Kronos in the defense, settlement or compromise of any such action. In the event that a final Injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of a United States or Canadian 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 they become non-infringing but remains 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 set-up fees and Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

12.2 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 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 and/or its Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor).

12.3 Customer shall be responsible for all cost and expense and pay all costs, including reasonable attorney's fees and damages of Kronos or its

Suppliers, if the action is arising from or relating to: (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 and/or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action.

13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED WITHIN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

13.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR ITS SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THIS 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 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

13.3 IN NO EVENT SHALL KRONOS OR ITS SUPPLIERS, THEIR AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL 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 THIS 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.

13.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SOFTWARE OR SYSTEMS, OR MACHINE ERROR

CONTRACT #14-JLR-003

THIS AGREEMENT, made this 18th day of March, 2014, by and between Harford County Public Schools, hereafter called "Owner" and Kronos Incorporated, a corporation at 297 Billerica Road, in the City of Chelmsford and State of Massachusetts, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

RFP 14-JLR-003: Workforce Management System

Furnish, supply and deliver Workforce Management software in accordance and compliance with all specifications, terms and conditions set forth in RFP #14-JLR-003, and subsequent terms and conditions attached herein.

Hereinafter called the contract, for the period March 18, 2014 through March 17, 2017, and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the RFP Document; and the related terms and conditions attachment, at his (its or their) own proper cost and expense to furnish all the materials, supplies, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Final Proposal, all of which are made a part hereof and collectively evidence and constitute the Contract.

This is an indefinite quantity contract with no specific assigned dollar value.

IN WITNESS WHEREOF, the parties to these presents have executed this in the year and day first above mentioned.

Harford County Public Schools

Jeffrey LaPorta
Jeffrey LaPorta, CPPB, Supervisor of Purchasing

3/6/14
Date

Kronos Incorporated
Company Name

John O'Brien
Company Representative Printed Name

Sr. Vice President, Americas
Company Representative Title

[Signature]
Company Representative Signature

2/21/14
Date

Mary Lavoie, Order Management, Team Lead
Oct 9 2014 2:23 PM

Mary Lavoie



KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES (103113V1)

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 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; and
- (iv) Section E shall apply to the Workforce Ready SaaS Order.

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 agrees 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, 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). 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 Kronos Travel and Expense 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.

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 I Series (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.

D. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

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

(b) WARRANTY

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

(c) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

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

10. SOFTWARE SUPPORT SERVICES

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

10.1 SUPPORT OPTIONS

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

10.2 TERM OF SOFTWARE SUPPORT

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

10.3 GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

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

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

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

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

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

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:

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

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

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

10.5 PAYMENT

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

10.6 ADDITION OF SOFTWARE

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

10.7 RESPONSIBILITIES OF CUSTOMER

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

10.8 DEFAULT

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

10.9 WARRANTY

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

11. EQUIPMENT SUPPORT SERVICES

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

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

11.1 TERM

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

11.2 PAYMENT

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

11.3 DEPOT SUPPORT SERVICE DESCRIPTION

Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and can be found at <https://customer.kronos.com/contact/contact-phone.aspx> and are subject to change. Return and repair

procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (b) below) are included in both Depot Exchange and Depot Repair Support Services.

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

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

Kronos warrants that all repairs performed under the Agreement shall be performed in a professional and competent manner. In the event of a breach of this warranty, the exclusive remedy of Customer and sole liability of Kronos shall be replacement of the repaired Equipment.

11.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION

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

- (i) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and
 - (ii) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.
- Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos. Kronos warrants that all service packs and firmware updates provided under this Agreement shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

11.5 RESPONSIBILITIES OF CUSTOMER

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

- (a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;
- (b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- (c) Ensure that the Product(s) are returned to Kronos properly packaged; and
- (d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Product authorized by Kronos when issuing the RMA.

11.6 SUPPORT EXCLUSIONS

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

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

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

11.7 WARRANTY

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

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

11.8 LIMITATION OF REMEDIES

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

12. KRONOS SUPPORT SERVICE POLICIES

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

13. FIRMWARE

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

14. TRAINING POINTS

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

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

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

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

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

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

The KnowledgePass Subscription is available when the Customer subscribes on 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 caused solely 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.

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

These terms and conditions apply to the cloud services which are identified in the Pricing as the Cloud 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 - 08:00 am (U.S. eastern time)
Saturday and Sunday 12:00 am - 08:00 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 referred 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 and related services and materials (including applicable documentation) and Equipment (if any) specified on an Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the password protected customer area of a Kronos website.

1. DEFINITIONS

"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 Section D.

"Cloud Services" means those services related to Customer's hosting environment such as hosting 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. Unless otherwise set forth in a Statement of Work, Cloud Services are described as set forth at: <http://www.kronos.com/products/smb-solutions/workforce-central-saas/implementation-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 services provided by Kronos to set up the hosting environment and configure the Services, including educational services and training. Unless otherwise set forth in a Statement of Work, Kronos' and Customer's implementation responsibilities are described in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/smb-solutions/workforce-central-saas/implementation-guidelines.aspx> Implementation Services may be provided as 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.

"Minimum Contract Value" means the total of all Monthly Service Fees to be invoiced during the Initial Term.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the 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, including without limitation the Applications and the prices and fees to be paid by Customer.

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

"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, (ii) the Equipment purchased or rented hereunder, (iii) the Implementation Services and Cloud Services, and (iv) such other services, items and offerings set forth on an Order Form.

"Start Date" means the date billing commences for the Services (excluding the implementation Services) as indicated on the applicable Order Form. For any Services ordered by Customer after the date of this Section D which are incremental to Customer's then-existing Services, the Start Date shall be the date the applicable Order Form is executed by Kronos and Customer.

"Statement of Work", "SOW", "Services Scope Statement" and "SSS" are interchangeable terms referring to a written description of the implementation Services and Cloud Services as mutually agreed upon by Kronos and Customer. An SOW supersedes any implementation guidelines or descriptions on a web page referenced in this Section D.

"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.

"Term" means the initial Term and any monthly renewals thereafter, as further set forth in Section 2.1.

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

2. TERM

2.1 The Services shall commence on the 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, the Term shall automatically renew on a month-to-month basis until terminated in accordance with the provisions hereof. 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.

2.2 At any time after the initial Term: (i) Customer may terminate the Services for convenience upon thirty (30) days prior written notice, and (ii) Kronos may terminate the Services for convenience upon ninety (90) days prior written notice.

2.3 Either party may suspend or terminate the Services upon a material breach of this Section D 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 or terminate the Services immediately upon notice in the event of any Customer breach of Sections 3 (Right to Use), 4 (Acceptable Use), or 14 (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 Services immediately upon written notice to the other party.

2.5 If the Services are terminated for any reason:

- (a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued for the Services prior to the date of termination, provided that if Customer terminates for material breach of this Section D by Kronos, Kronos shall be responsible to refund to Customer unused pre-paid (Implementation Service fees, if any);
- (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect;
- (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 may 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 this Section D, which by their nature are intended to survive termination, shall so survive.

3. FEES AND PAYMENT

3.1 In consideration of the delivery of the Services, 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. If Customer and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services such services will be provided and payable in accordance with Section B. All fees payable for the Services shall be sent to the attention of Kronos as specified on the Invoice. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. Except as expressly set forth in this Section D, all amounts paid to Kronos are non-refundable. Customer acknowledges that fees may be charged to Customer by third parties for add-on features or functionality provided by such third parties.

3.2 If any amount owing under this or any other agreement for Services 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 Deleted Intentionally.

3.4 Customer agrees that except if Customer terminates for material breach of this Section D by Kronos, if Customer has not paid the Minimum Contract Value to Kronos at the conclusion of the initial Term or the earlier termination of the Services, whichever is earlier, Kronos shall bill, and Customer shall pay within thirty (30) days of the date of such invoice, the difference between the total Monthly Service Fees then paid by Customer and the Minimum Contract Value, less SLA Credits, if any, that have been earned previously by Customer but not yet credited.

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 Application(s) and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which are included in the Services, excluding such Third Party software, libraries or other components as are licensed directly from such Third Parties. 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 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.

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 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 in 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 in 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 the applicable requirements of federal and state law. 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 Section D.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in the Services. Customer represents and warrants to Kronos that the Customer Content does 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 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, (d) 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 this Section D. 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 this Section D. Customer agrees that Kronos may audit Customer's use of the Services.

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. 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 SSS, Kronos will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kronos in accordance with Section B. 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.

7.2 Additional Services. Customer may engage Kronos to provide other services which may be fixed by activity or provided on a time and materials basis as indicated on the applicable Order Form.

7.3 Support. Kronos will provide 24x7 support for the hosting infrastructure, the availability to the hosting 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 such updates automatically as part of the Services.

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

(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.

(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) Customer shall be entitled to receive 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 Kronos.

(d) Kronos warrants that all service packs and firmware updates provided under this Section D 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).

(e) 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, in all circumstances, Customer agrees to:

- (i) Maintain the Equipment in an environment conforming to the Documentation 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.

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is listed 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 Implementation Services are described in the Services Implementation Guideline rather than 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: <http://www.kronos.com/products/smb-solutions/workforce-central-saas/training-guidelines.aspx>

Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

8. CUSTOMER CONTENT

Customer shall own all Customer Content and posts or other inputs into the Services by Customer or others acting on behalf of or through Customer. 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 and to disclose such aggregated information for its customers generally. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with this Section D 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 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 this Section D.

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 this Section D.

c) **Locator/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 Services, Customer agrees that Customer shall return the Equipment to Kronos within thirty (30) days at Customer's expense. 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 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 herein if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services shall commence upon expiration of the Warranty Period.

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 A and which is hereby incorporated herein by reference. **CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE service level agreement, SHALL BE THE REMEDIES PROVIDED IN exhibit A.**

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 Services for cause in accordance with Section 2 above 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 SECTION D OF 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/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 this Section D.

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 this Section D or as required by law.

12.3 Prior to initiation of the Services and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the 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 this Section D, (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 Services 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 Kronos' documentation for such Service or as authorized by this Section D; (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 this Section D. 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 officers, directors and employees for all Claims resulting from: (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 Section D, 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 this Section D 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, 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 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 – 08:00 am (U.S. eastern time)
Saturday and Sunday 12:00 am – 08:00 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 (SAAS) TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section E shall apply to the Kronos software application programs and related services and materials (including applicable documentation) and equipment (if any) specified on an Order Form for Workforce Ready (collectively, the "Services"). The Services described on an Order Form shall be delivered by means of Customer's permitted access to the password protected customer area of a Kronos website.

1. TERM

1.1 The Services shall be deemed to start on the earlier of: a) ninety (90) days from Kronos' receipt of the relevant Order Form; or, b) the date Customer is authorized to "go live" with the Services for production purposes, (the "Start Date"), and shall continue indefinitely on a month-to-month basis until terminated in accordance with the provisions hereof (the "Term"). Customer acknowledges that execution of separate third party agreements may be required in order for Customer to "go live" with certain add-on features or functionality, including tax filing services ("Add-on Features"), as identified by Kronos on the Order Form.

1.2 Customer may terminate the Services or the Agreement for convenience upon thirty (30) days prior written notice.

1.3 Either party may suspend or terminate the Services or 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 or terminate the Services or the Agreement immediately upon notice in the event of any Customer breach of Sections 3 (License to Use), 4 (Acceptable Use), or Section A.4 (Confidential Information), below.

1.4 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, files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to comply with such request 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.

1.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days all fees accrued for the Services prior to the date of termination, provided that if Customer terminates Kronos for material breach of the Agreement, Kronos shall be responsible to refund to Customer unused pre-paid service fees, if any;

(b) Customer's right to access and use the Services shall be revoked and be of no further force or effect;

(c) Within fifteen (15) days of termination Customer will retrieve Customer's historical data in accordance with previously established system access procedures and applicable state and federal laws. After such time period, Kronos shall have no further obligation to store and/or make available Customer's historical data and may delete same. If Customer requires additional data conversion services from Kronos, these services may be contracted from Kronos at Kronos' then published rates.

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, upon prior written approval of Kronos, 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.

2. FEES AND PAYMENT

2.1 In consideration of the delivery of the Services, 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. All fees payable for the Services shall be sent to the address specified on the Kronos invoice. Unless otherwise indicated on an Order Form, payment terms for all items except the Setup Fees shall be net upon receipt of invoice. Except as expressly set forth in this Section E, all amounts paid to Kronos are non-refundable.

2.2 The Setup Fees shall be invoiced upon execution of the Order 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. Monthly Service fees shall be based on monthly periods that begin on the Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as described in Section 8 below. 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; or, (c) per transaction basis (e.g.: pay statement). 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; (vi) human resource reporting has been performed for or on such employee; or, (vii) such employee has been marked as an "Active" status during the period.

2.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 1.3 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") as identified on the Order Form. The Minimum Monthly Fees shall be calculated by Kronos based on Customer's anticipated monthly 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.

2.4 If any amount owing under this or any other agreement for Services is 30 or more days overdue, Kronos may, without limiting its other rights and remedies, accelerate unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Kronos will provide at least 7 days' prior notice that Customer's account is overdue before suspending Services.

2.5 Deleted Intentionally.

3. LICENSE TO USE

3.1 Subject to the terms and conditions of this Section E, Kronos hereby grants Customer during the Term a limited, revocable, non-exclusive, non-transferable, non-assignable license to use for internal business purposes only: a) the Kronos application(s) and related services, including applicable Services description documentation and training materials (the "Documentation"); and, b) any embedded third party software, libraries, or other components, which collectively comprise the Services. The Services contain proprietary trade secret technology of Kronos. Unauthorized use and/or copying of such Services are prohibited by law, including United States and foreign copyright law. Customer may use the software included in the Services in object code form only, and shall not reverse compile, disassemble or otherwise convert such software into uncompiled or unassembled code. Customer acknowledges and agrees that the license 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 third party suppliers ("Suppliers"), is granted hereunder.

3.2 Customer may authorize its third party contractors and consultants to access the Services on an as needed basis, provided Customer: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with this Section E of this Attachment; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

3.3 Customer agrees and acknowledges that 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 licenses granted herein, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights therein. 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.

3.4 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. 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.

3.5 Kronos reserves the right to change or discontinue 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.

4. ACCEPTABLE USE

4.1 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 Section E.

4.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose Customer's data and other content ("Customer Content") in connection with the Services. Customer represents and warrants to Kronos that the Customer 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.

4.3 Customer will not (a) use, or allow the use of, the Services or Customer Content 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, (d) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

5. CONNECTIVITY AND ACCESS

5.1 Customer acknowledges that it 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); (b) provide Kronos and its 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 this Section E of this Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under this Section E of this Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage; (iii) make all necessary arrangements as may be required to provide such physical access to Customer's computer and network environment if necessary for Kronos to perform its obligations under this Section E of this Attachment.

5.2 Customer shall be fully responsible for all access requirements imposed by law, rule, regulation or contract in order for Kronos to deliver the Services pursuant to the terms of this Section E of this Agreement. Customer shall provide 30 calendar days advance written notice to Kronos of any change, modification, or reconfiguration of components or elements of the Customer's computer and network environment which may, in any manner, affect Customer's access to the Services.

6. SUPPORT

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

- b) Depot Exchange Services for Equipment. As needed, Kronos will send a replacement for Equipment rented (in accordance with Section 8 below) on an advance exchange basis by next-business-day delivery, when available. When Customer receives replacement Equipment, Customer shall return the defective unit to Kronos for repair. Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.
- c) 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.
- d) 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.

7. CUSTOMER CONTENT

Customer shall own all Customer Content and posts or other inputs into the Services by Customer or others acting on behalf of or through Customer, including but not limited to information, data (such as payroll data, vacation time, and hours worked), logos, text, multimedia images (e.g. graphics, audio and video files), compilations or any other content shared or processed through the Services. Kronos acknowledges that all such 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 this Section E and applicable law.

8. EQUIPMENT RENTAL

If Customer purchases or rents time clocks or other equipment from Kronos, a description of such Equipment (model and quantity) and the applicable pricing shall be listed on the Order Form (the "Equipment"). Delivery terms for the Equipment are FOB shipping point, prepay and add. Customer shall bear all risk of loss or damage while the Equipment is in transit to Customer.

8.1 The following additional terms apply only if Customer rents Equipment 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.
- 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 its obligations under this Section E.
- 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 their 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 6 above. The cost of such support service shall be included in the Monthly Services Fees.

Return Of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer agrees that Customer shall disconnect, crate and return the Equipment to Kronos within thirty (30) days at Customer's expense. 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, Kronos shall invoice Customer for the then list price of the Equipment. Upon termination of the Order Form, Customer agrees that Customer shall disconnect, crate and return the Equipment to Kronos within thirty (30) days at Customer's expense. 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, Kronos shall invoice Customer for the then list price of the Equipment.

8.2 The following additional terms apply only if Customer purchases Equipment from Kronos:

- a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier (FOB – Shipping Point, Prepay and Add). The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery.
- b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 6 above if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services shall commence upon expiration of the Warranty Period.

9. 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 god, 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..

10. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

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

10.2 Kronos' obligation and Customer's remedy for any breach of the above 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 deficiencies in the

Services, after using its commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining term of the Order Form for cause in accordance with Section 1 above as Customer's 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 and/or verify the same.

10.3 Kronos warrants that all equipment shall be free from defects in materials and workmanship during the warranty period as described in article 8 above. In the event of a breach of this warranty, customer's 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 published specifications 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 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 WARRANTED IN THIS SECTION 10, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS AND IMPLIED, ORAL OR IN WRITING, INCLUDING 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 SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM. KRONOS PROVIDES NO WARRANTY FOR SUPPLIER HARDWARE OR SOFTWARE EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED ON AN ORDER FORM.

11.0 DATA SECURITY

11.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for 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 this Section E.

11.2 As between Customer and Kronos, all personally identifiable data contained in any applications or systems supplied by Kronos, or to which Kronos has access to under this Section E ("Personally Identifiable Data") is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of its knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing and/or disclosure of Personally Identifiable Data by Kronos and its 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 its duties and responsibilities under this Section E or as required by law.

11.3 Prior to initiation of the Services and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its 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.

11.4 Upon the cessation of the Services, Customer shall be afforded the opportunity to retrieve all Personally Identifiable Data in accordance with Section 1.5 above.

12. RESPONSIBILITY OF CUSTOMER

12.1 If notified in writing of any action (and all prior related claims) brought against Customer based on a claim that the Services infringe or misappropriate any United States or Canadian copyright or patent, Kronos will indemnify and hold Customer harmless and defend such action at its sole cost and expense and pay all costs including reasonable attorney fees and damages resulting from such claim. Kronos will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Customer will cooperate fully at Kronos' expense with Kronos in the defense, settlement or compromise of any such action. In the event that a final Injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of a United States or Canadian 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 they become non-infringing but remains 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 set-up fees and Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

12.2 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 or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, services 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 and/or its Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor).

12.3 Customer shall be responsible for all cost and expense and pay all costs, including reasonable attorney's fees and damages of Kronos or its

Suppliers, if the action is arising from or relating to: (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 and/or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action.

13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED WITHIN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

13.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR ITS SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THIS 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 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

13.3 IN NO EVENT SHALL KRONOS OR ITS SUPPLIERS, THEIR AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL 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 THIS 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.

13.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SOFTWARE OR SYSTEMS, OR MACHINE ERROR

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JUN 10 2014
DEBRA J. HOUGHTALING
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11:10 Am
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Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

Sealed Bid
**Human Resources Information System,
Time & Attendance and Payroll Software**

Bid Opening: June 12, 2014
2:00pm EST

From: (978) 947-4536
Dawn Hart
Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

Origin ID: FOXA



Ship Date: 09JUN14
ActWgt: 15.0 LB
CAD: 102875389/INET3480

Delivery Address Bar Code



SHIP TO: (402) 593-2105
Deb Houghtaling
County of Sarpy - Clerk's Office
1210 Golden Gate Drive, Suite 1250

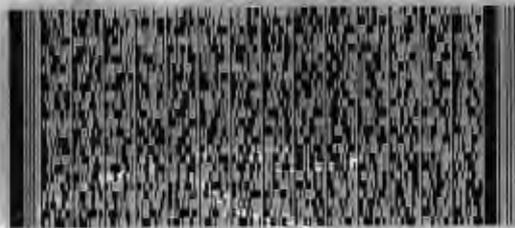
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Invoice #
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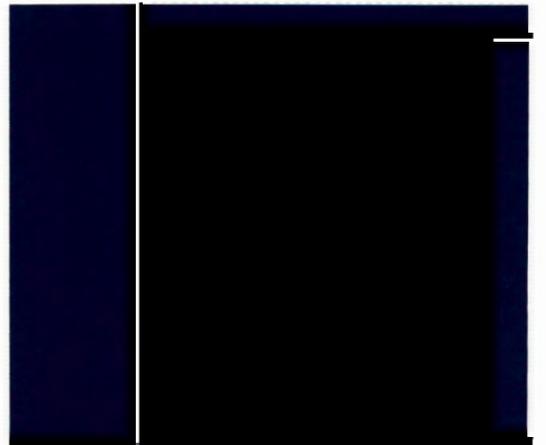
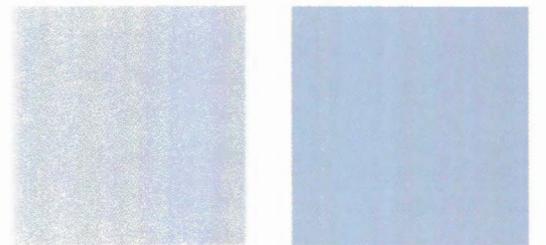
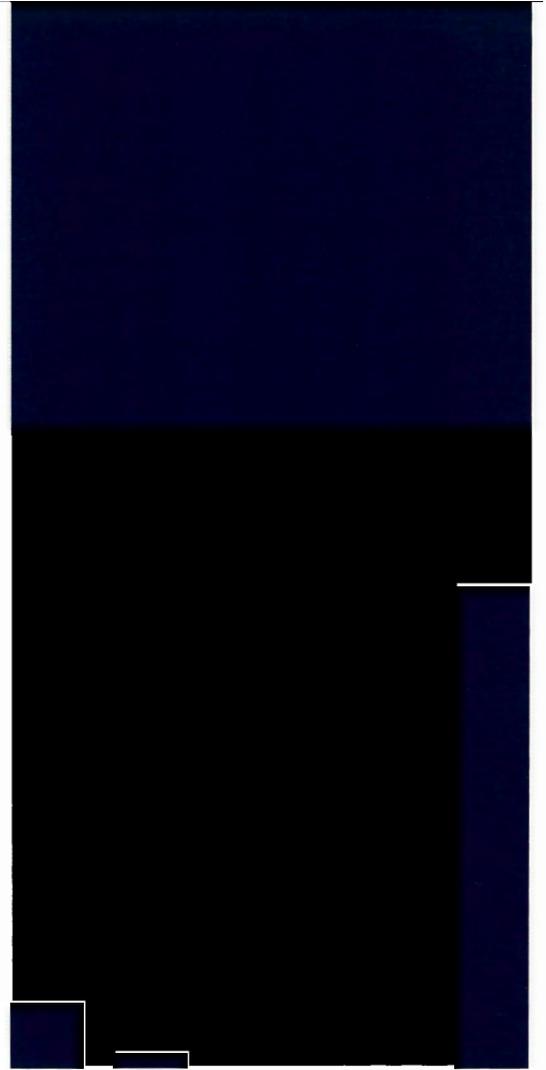
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**Workforce Management Solution
PROPOSAL**





Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone (978) 250-9800
Fax (855) 897-7725
www.kronos.com

June 12, 2014

Ms. Deb Houghtaling
Clerk's Office
County of Sarpy, Nebraska
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Subject: Human Resources Information System, Time & Attendance and Payroll Software RFP

Dear Ms. Houghtaling,

Enclosed with this letter is Kronos' response to the County of Sarpy, Nebraska Human Resources Information System, Time & Attendance and Payroll Software RFP.

Please note that this offer to County of Sarpy, Nebraska is valid for 90 days from the date on the cover page of this proposal.

I look forward to working with the staff at County of Sarpy, Nebraska. If you have any questions, please do not hesitate to contact me at (612) 716-9312 or by email at keith.moran@kronos.com.

Sincerely,

Keith Moran

Keith Moran
Sales Executive
Kronos Incorporated



County of Sarpy, Nebraska

*Human Resources Information System,
Time & Attendance and Payroll Software
Request for Proposal*

June 12, 2014

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
www.kronos.com

Keith Moran
Sales Executive
Phone: (612) 716-9312
Fax: (855) 897-7725
Email: keith.moran@kronos.com



Contract Proposal

Kronos is submitting its proposal with the intention of using U.S. Communities contract, terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Harford County Public Schools (acting as the “Lead agency”) and Kronos Incorporated hereby incorporated by reference (referred to as the “Kronos Agreement”). The Kronos Agreement was awarded further to an RFP process and can be reviewed through the following link: <http://www.kronos.com/uscommunities.aspx>

Kronos recognizes that some of the terms and conditions in the Kronos Agreement vary from those contained in this RFP, and understands that Sarpy County may have certain statutory mandates that could affect the terms of the Kronos Agreement. Kronos expects that neither the RFP nor Kronos’ proposal will be incorporated into any definitive agreement. The implementation scope and time frame is an estimate only and will be subject to a final Statement of Work to be mutually agreed upon by Sarpy County and Kronos prior to finalizing the contract.

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Section 1: Introduction and Statement of Understanding

Ability and Willingness to Perform the Services Described in this RFP

For over 35 years, Kronos has helped government (federal, state, and local government agencies) tackle their biggest workforce challenges. Thousands of public sector agencies have discovered the tangible results Kronos workforce management solutions provide, and more than 30 million people use Kronos every day. Regardless of your workforce management challenge, Kronos has likely seen it and has helped other public sector agencies address it.

During these challenging times, we know how important it is to focus on projects that deliver real cost savings, improved efficiency and improved transparency. Implementing a Kronos solution will help your organization reduce labor costs, minimize compliance risk, and improve employee productivity, allowing you to provide a higher level of services to your constituents.

Kronos provides a configurable solution to address your most critical business issues without a compromise of limited functionality which may lead to drawn out implementations or semi-automated processes. Kronos allows you to implement quickly with a complete solution that delivers the lowest total cost of ownership, superior functionality and world class customer service.

We believe this proposal will be the first step in demonstrating to Sarpy County how Kronos meets and exceeds our customers' expectations every day.

Qualified to Provide the Services Described

Controlling labor costs, minimizing compliance risks, and improving workforce productivity too often are seen as separate, difficult projects. And with many other providers, they are. Our competitors often rely on third parties for some crucial piece of implementation, feature set, or an entire product. What sets Kronos apart from our competition is that we tackle all your workforce management challenges with a single solution, on a single, easy to maintain platform.

- **Complete Automation.** Instead of relying on custom coding or applications built from scratch, our solutions are easily configurable to completely automate all your pay and work rules with no technical coding knowledge needed. That means less money spent on implementations, no more manual workarounds, fewer errors that cost you money and increase exposure, and simplified upkeep.
- **Quality Information.** Unlike ERPs that rely on nightly batch processing, or other systems that rely on multiple applications, platforms and databases for information, Kronos provides reports that use the most up-to-date information pulled from a single, integrated solution. With this information at your fingertips, you can easily identify in real-time, areas that need attention and address them – and know that you're running your business with the most current data available.



- **Easy to Own.** We've built over 35 years of best practices into everything we do: implementations, products, and support. We understand the tools you need to manage your workforce, and we give them to you in easy to use, easy to own ways – intuitive features, non-technical configuration tools, and technologies that you already know and use. What this means is that owning and using a Kronos solution provides the benefits you need with a low total cost of ownership and minimal disruptions so you achieve a faster time to value than our competitors offer.
- **The experience you expect.** We deliver what you're looking for in a service partner. The expertise to provide you with a strong start for early success, continuous value throughout our partnership, and innovative and educational ways to help you work smarter.

Experience with Governmental Clients

Kronos has the resources, infrastructure, and processes necessary to provide the best implementations in the industry. We implement effectively, saving our customers time and money. We respond quickly at the local level, leveraging Kronos' global support organization of over 1,000 support personnel, providing unequalled customer service. The Kronos team represents a wealth of experience installing every type of system, from the most fundamental to the most challenging, in virtually every industry.

Kronos' experienced training staff will provide training that meets the needs of Sarpy County. Kronos' flexibility in working with and training public sector customers will provide training that is delivered at the right time at the right place in the most economical and effective fashion for the County.

Our customers include more than 3,500 government clients, including multiple city, county, and state governments. We meet the needs of government organizations through our Government focused Public Sector team, which allows us to understand, meet, and deliver on the unique requirements of city government. This Public Sector focus has allowed us to react quickly to the unique demands and policy changes in the government segment at all levels - state, local, and special districts and authorities.

Once again, we thank you for the opportunity to respond to your RFP and share how we've helped thousands of customers control labor costs, minimize compliance risk, and improve workforce productivity.



Section 2: Bid Form

The completed Bid Form included within this RFP along with any additional back up information required for further understanding of price structure.

Please refer to the following pages for the Bid Form and associated marketing materials.

COMPANY NAME: Kronos Incorporated

**Sarpy County, Nebraska
Human Resources Information System, Time & Attendance and Payroll Software
Bid Form**

Base Bid – All Modules (as specified)

Workforce Management Solution		
One Time Fees		
One Time Implementation Fee		\$ <u>86,700.00</u>
Training Fee		\$ <u>Included</u>
Monthly Fees		
Total Monthly Fees		\$ <u>6,041.70</u>
Optional Modules – Monthly Fees		
Option 1 – Reconciliation		\$ <u>Third Party</u>
Option 2 – COBRA		\$ <u>Third Party</u>
Option 3 – FSA		\$ <u>Third Party</u>
Maintenance Fees		
Year 2 Maintenance		\$ <u>0</u>
Year 3 Maintenance		\$ <u>0</u>
Year 4 Maintenance		\$ <u>0</u>
Year 5 Maintenance		\$ <u>0</u>

Option 1: Modules Bid Separately (as specified)

HRIS Module		
One Time Fees		
One Time Implementation Fee		\$ <u>22,600.00</u>
Training Fee		\$ <u>Included</u>
Monthly Fees		
Total Monthly Fees		\$ <u>2,734.20</u>
Optional Monthly Fees		
Option 1 - Reconciliation		\$ <u>Third Party</u>
Option 2 - COBRA		\$ <u>Third Party</u>
Option 3 - FSA		\$ <u>Third Party</u>
Maintenance Fees		
Year 2 Maintenance		\$ <u>0</u>
Year 3 Maintenance		\$ <u>0</u>
Year 4 Maintenance		\$ <u>0</u>
Year 5 Maintenance		\$ <u>0</u>

Time & Attendance Module	
One Time Fees	
One Time Implementation Fee	\$ 41,500.00
Training Fee	\$ Included
Monthly Fees	
Total Monthly Fees	\$ 3,841.30
Maintenance Fees	
Year 2 Maintenance	\$ 0
Year 3 Maintenance	\$ 0
Year 4 Maintenance	\$ 0
Year 5 Maintenance	\$ 0
Payroll Module	
One Time Fees	
One Time Implementation Fee	\$ 22,600.00
Training Fee	\$ Included
Monthly Fees	
Total Monthly Fees	\$ 2,734.20
Maintenance Fees	
Year 2 Maintenance	\$ 0
Year 3 Maintenance	\$ 0
Year 4 Maintenance	\$ 0
Year 5 Maintenance	\$ 0

*Prices are to be F.O.B. – Sarpy County, Nebraska

Sarpy County Optional Add-Ons

Description	Rate	Hrs	TOTAL
Bank Reconciliation Interface	\$180.00	16	2,880.00
Direct Deposit/ACH, Elec Rptg, Garns, Etc.*	\$180.00	12	2,160.00
W-2, W2c, 1099 Reports & Filing	\$180.00	24	4,320.00
Total		52	\$9,360.00

ADP Interface for tax filing, Garns, Wage Payments**	\$180.00	24	\$4,320.00
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* For In-House Garns, Tax Filing

** If ADP does their tax filing, garns, assoc wage pay. **One or the other – Not Both**

Company Information

Years in business: 36 years

of employees: 3,800 worldwide as of May 2014

Total Sales last 3 years: \$975M FY13 (year ending 9/30/13)

\$870M FY12 (year ending 9/30/12)

\$800M FY11 (year ending 9/30/11)

References

In an effort to protect the privacy of our customers, Kronos does not release customer contact details within our RFP responses. Should you consider Kronos to be among your vendor finalists following your review of our RFP response, we will facilitate a discussion with the customers listed below or any others with common characteristics. We hope you will respect our commitment to our customers' privacy. We will, of course, show you the same courtesy as a Kronos customer.

Company Name: **Boulder County**
Address: 2025 14th Street, Boulder CO 80302
Contact Name: _____ Phone Number: _____
Date of Purchase: November 9, 2011 Email: _____

Company Name: **Escambia County**
Address: 221 Palafox Place, Suite 210, Pensacola FL 32502
Contact Name: _____ Phone Number: _____
Date of Purchase: April 2, 2007 Email: _____

Company Name: **City of Strongsville**
Address: 16099 Foltz Industrial Parkway, Strongsville OH 44149
Contact Name: _____ Phone Number: _____
Date of Purchase: May 20, 2010 Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 X

Addendum #2 _____

Kronos Incorporated
Company Name

Authorized Signature

(John O'Brien, Senior Vice President, Global Sales)

297 Billerica Road
Address

Chelmsford, MA 01824
City, State & Zip

Keith Moran, Sales Executive

Company Representative (Please print)

(612) 716-9312

Telephone Number

(855) 897-7725

Fax Number

Keith.Moran@Kronos.com

E-mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

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***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

What's New?

Workforce Central® 7 embodies the Kronos® approach to delivering innovative workforce management solutions: the belief that users should not have to sacrifice functionality for ease of use. Every new feature had to pass the “made easier” test to make it into this release. Whether scheduling, alerts, global features, or any of the myriad new capabilities, Workforce Central 7 gives you an easier way to get things done.

- Scheduling made easier
- Managing in the moment made easier
- Labor costing made easier
- Global deployment made easier

Workforce Central 7 is workforce management made easier.

Scheduling Made Easier

To put the right people in the right place at the right time, organizations must take employee skills into account when planning schedules and executing staffing changes. With the new Schedule-to-Skill feature, organizations can make sure each job and location is covered with the right employee skill mix, based on anticipated demand. Staffing managers can schedule employees with the right skills and proficiency level. Managers get improved visibility into skill coverage.

Workforce Central 7 includes the second major release of the Workforce Operations Planner™ application. Now retail customers can create and edit sales and labor budgets more quickly and easily with greater precision. And allow for global adjustments, which are especially valuable for organizations with hundreds of stores.

In Workforce Central 7, managers get more control to open up employee schedules by location. And it's easier for employees to:

- Enter availability and shift preferences right in the calendar view
- See potential conflicts with color-coded availability
- Swap shifts with less manager involvement

Improved schedule views make it easier for managers to see more employees simultaneously and make staffing decisions faster. The sleek new user interface matches the look and feel of a tablet, with scrolling, panning, and collapsing capabilities, along with new icons that allow managers to easily see which shifts contain information.

Managing in the Moment Made Easier

Workforce Central 7 builds on its alerting platform to dynamically deliver more timely, actionable information to managers and employees. This interactivity between the system and users fundamentally improves employee engagement and empowerment.

- Send alerts via text message or email
- Single-click navigation allows users to quickly reach the right application so they can complete tasks and get back to work
- Deliver alerts to a device(s) based on priority

When it comes to aligning labor with demand, staffing and operations managers need instant visibility into employee availability, departmental coverage, and employee skills. Workforce Scheduler™ 7 gives managers such tools as Schedule-to-Skill to maintain a schedule balanced to skills, experience, and workload. And it gives employees ownership in their schedules with enhanced shift-swapping and self-scheduling.

Workforce Central 7 includes an embedded, robust search engine that takes you directly to the right answer instead of to a choice of possible answers. Meaningful search results appear almost instantly, spanning across all active Workforce Central products. As soon as users type in the search box, suggestions appear. In addition to rapid data retrieval, lateral navigation dynamically highlights specific employees and moves the selection to other areas of Workforce Central to complete functions.

The Staff Management widget is much more robust in 7. With the sleek look and feel of a tablet, staffing management now provides more tools to minimize over- and undercoverage for balanced schedules. Significant improvements make this feature easier to use and provide more flexible coverage views to make better, faster staffing adjustments. Other features include:

- Additional drag-and-drop options to make it easier and more intuitive for users to transfer employees between locations, departments, units, plants/lines, and stores
- Giving managers more control of the information they see and over what time period to help guide decisions and manage in the moment
- Allowing users to view information for just their shifts rather than the entire day
- A “pinning” capability that enables managers to select only the locations they need to see, eliminating unwanted information

The Workforce Mobile™ application now supports single sign-on with the Workforce Central suite.

Labor Costing Made Easier

The next-generation Workforce Activities™ application includes a completely new user interface in 7, greatly enhancing how users can leverage key information. Having this data “fingertip ready” provides significant value to customers.

- Activity summary screen provides a quick-glance display of the status, percentage complete, required quantities, and start and end dates for a list of activities
- Drill into detailed views or scorecards, with visual indicators conveying the status of each item within an activity
- A roll-up of information for an activity or a cell is only a click away, offering incredible insight to the user on current work activities

With the introduction of Multiple Approvals, Workforce Central 7 provides more accurate labor costing, strengthened auditability, fewer off-cycle paychecks, and Labor Account Validation. Employees are paid accurately for the time they worked in each job, and overtime hours are assigned to the correct labor account. For Multiple Approvals, Labor Account Validation presents employees with a prepopulated, preordered list of job choices on their timecards via any device. Only valid accounts can be selected, eliminating inaccurate job costing from incorrect labor-level selections. This improved hyperfind performance decreases time spent in the system.



Global Deployments Made Easier

When employees submit time-off requests in Workforce Central 7, they receive a warning and notice to modify or cancel the request. This personalized prevalidation relieves reviewers from needing to recall every employee’s time-off status and speeds approvals.

Workforce Central 7 supports three new languages, Korean, Polish, and Italian, bringing the total number of languages provided to 12 — deployed in more than 100 countries.

Kronos knows that overtime rules vary by country. It’s not as simple as 1.5 times basic pay after eight hours. Workforce Central 7 uses Rule Extensions to change how overtime is calculated based on how frequently an employee works overtime in a given week. The first rule extension, event-based overtime, provides direct compliance with Mexican labor laws.

Around the globe, employees take time off in days rather than hours, with common requests for a half-day off. Workforce Central 6.3 provided the half-day functionality; Workforce Central 7 brings it one step further by allowing employees to request the first half or the second half of the day. Knowing when an employee will be absent is a huge advantage to managers who need to fill shifts and provide appropriate staffing.

Balance Cascade rules automate payouts and transfers for all types of accrual balances (hours, days, money) on a specified date pattern.

The workflow notification process has been enhanced to identify the locale of recipients and use that information to render the message. If translations exist, the message, including subject, body, and certain tags that have been localized, is presented to the recipient in his or her assigned-locale language.

The Workforce Device Manager™ module lets you send employees assigned-locale policies and translated names for pay codes, comment codes, and accrual codes to Kronos InTouch® devices v1.0.3 or higher. It supports multiple-language/single-instance environments for transactions at the device.

Navigator now supports the display of translated widget parts, widgets, and workspaces.

Brazilian Data Collection supports integration between Workforce Central and data collection devices used in Brazil.



Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 +1 800 225 1561 +1 978 250 9800 www.kronos.com

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KEY BENEFITS

- Reduce payroll inflation, errors, and overtime to control labor costs
- Centrally enforce labor laws and union rules for improved compliance
- Automate time-consuming administrative tasks to increase staff productivity
- Gain real-time visibility into timekeeping data for better decision making
- Increase employee satisfaction and user adoption rates

Automate Time and Attendance Tracking for Bottom-Line Results

Labor is your organization's most valuable asset and its most controllable expense. Yet many organizations still rely on manual, semiautomated, or disparate systems to track employee time and attendance. These outdated approaches make it difficult to manage labor expenses or gain visibility into trends and activities that could be costing you money. That's why, for effective workforce management and accurate conversion of labor hours to payroll, error-prone spreadsheets, inconsistent data, and stale reports just won't cut it anymore.

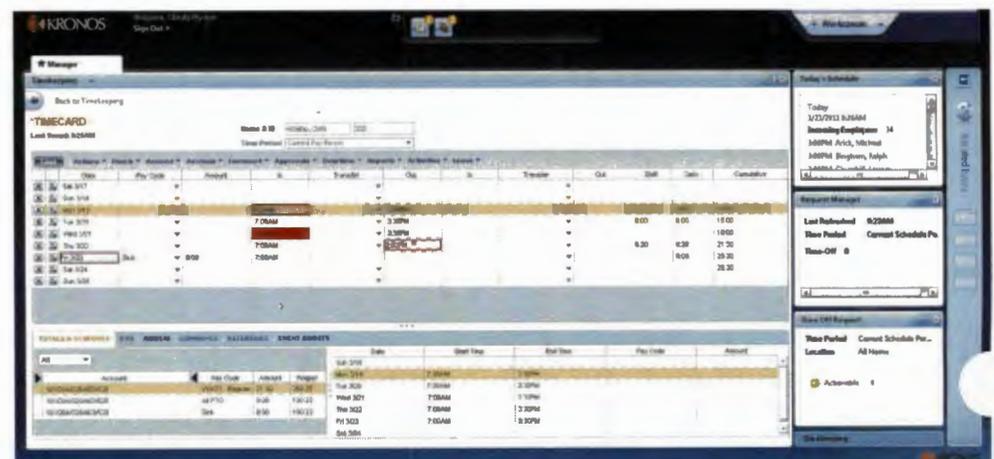
Kronos® Workforce Timekeeper™ enables you to identify, manage, and control employee time and attendance data for bottom-line results. Used by organizations of all sizes around the globe, Workforce Timekeeper consistently applies work and pay rules to reduce payroll inflation, errors, and overtime. It enforces and tracks complex compliance requirements such as labor laws and union rules. And it reduces time-consuming administrative tasks so your staff can focus on value-added activities. This intuitive, easy-to-own solution completely automates timekeeping processes to help you control labor costs, manage compliance risk, and improve workforce productivity.

Control labor costs with complete automation

Workforce Timekeeper stores time and attendance data in a single, centralized platform that drives automated workforce processes and provides quick, easy access to meaningful labor information. A configurable business rules engine automatically applies complex work and pay rules at the time of punch to help reduce payroll inflation and eliminate manual errors for better control of labor costs.

With Workforce Timekeeper, your supervisors have seamless access to the real-time data they need to manage labor costs effectively. Learn an employee is tardy while there's still time to react. Adjust staffing levels, control punch-ins and punch-outs, and avoid unnecessary overtime costs. And quickly identify issues and variances so you can manage dynamically changing workforce needs without exceeding your labor budget.

Kronos Workforce Timekeeper



Minimize compliance risk with consistent policy enforcement

Create a culture of compliance with centralized labor policy control that keeps pace with changing regulations. Workforce Timekeeper consistently enforces federal, state, and local labor laws; collective bargaining agreements; and corporate policies across the organization and backs it all up with a complete audit trail. Are managers using the correct pay rate for each job? Are employees taking all required meal breaks? Workforce Timekeeper's automated enforcement eliminates subjective interpretation of pay rules and policies, promotes fair treatment of all employees, and minimizes the time you spend monitoring compliance and mitigating risk. The payoff? Fewer employee grievances and less costly litigation.

Increase workforce productivity with intuitive tools

Workforce Timekeeper provides managers and employees with all the tools they need for accurate timekeeping in one convenient system and offers multiple data collection options, including time clocks, web browsers, and mobile solutions, for recording time transactions. The system leverages configurable work rules to quickly identify labor issues and guide managers to an appropriate resolution. Role-based views show critical data just as you need it. Tailored ad-hoc query tools enable you to select the right set of employees in seconds. And on-demand reporting lets you see the big-picture perspective or drill down into the details for improved decision making.

By automating manual, time-consuming processes and simplifying reconciliation of labor hours to payroll, Workforce Timekeeper lets busy supervisors manage by exception instead of reviewing every employee timecard. Combine that with guided workflows and visible alerts, and a few minutes is all it takes to find and correct missed punches, respond to time-off requests, and flag and approve overtime. With actionable information at their fingertips, your supervisors will reach new levels of productivity and effectiveness — focusing more time on business goals and less time on administrative tasks.

Improve employee satisfaction with instant engagement

Workforce Timekeeper delivers a consumer-centric user experience that increases employee satisfaction and drives high adoption rates. Convenient web-based or mobile self-service functionality instantly engages the entire workforce and gives employees greater access and control. Employees can see hours worked, check accruals, ask for time off and schedule changes, view earnings and benefits, and more — at work, from home, or on the road. No more waiting around for answers to routine questions, submitting paper forms, or tracking down managers to make simple requests.

Delivering rich functionality through an intuitive, easy-to-navigate interface, Workforce Timekeeper simplifies timekeeping tasks so managers get more done faster and employees can count on a perfect paycheck. Tabbed viewing allows you to move seamlessly from one task to the next and pivot to related items through a visible panel. Built-in scheduling lets you create and edit daily employee schedules based on start times and in-punches. And summarized views provide all supporting information needed to process employee requests in a single window.

Part of a total workforce management solution

Workforce Timekeeper is an integral component of the Kronos Workforce Central® suite, a total workforce management solution that also addresses scheduling, absence management, HR/payroll, hiring, and labor analytics. Kronos provides configurable, easy-to-own solutions that make complete automation and high-quality information a reality. Flexible deployment options that fit your budget and resources. And exceptional services that unlock the value of your investment and deliver the experience you expect — delivered on premise or in the cloud.



TIME & ATTENDANCE

SCHEDULING

ABSENCE MANAGEMENT

HR & PAYROLL

HIRING

LABOR ANALYTICS

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 +1 800 225 1561 +1 978 250 9800 www.kronos.com

More information about Kronos customer success stories may be found at www.kronos.com/resources.

The technology details contained in this document describe the following products in the Kronos® Workforce Central® suite:

Workforce HR™ v6.3
Workforce Payroll™ v6.3

Human Resources and Payroll Technical Datasheet

The Workforce HR and Workforce Payroll applications are core components of the Workforce Central suite, the Kronos integrated human resources, payroll, scheduling, and time and labor solution. Together, these applications help improve productivity and efficiency by providing greater control over critical human resources and payroll processes. Offering comprehensive capabilities, such as employee self-service, recruiting, benefits enrollment, compliance management, performance reviews, compensation planning, and online earnings histories, Workforce HR and Workforce Payroll streamline and automate a wide variety of time-consuming processes and administrative tasks. The system empowers your human resources and payroll staff to eliminate the hours spent capturing and processing redundant data; instead, staff can spend their time on activities that contribute to your organization's strategic goals.

From an IT perspective, Kronos helps reduce your total cost of ownership with web-based applications that are quickly deployed, easily maintained, and broadly accessible. A thin-client architecture supports a one-time installation as well as simplified upgrades and maintenance. And by sharing valuable employee and payroll information across applications in the Workforce Central suite, you can eliminate the headaches and errors resulting from the management of duplicate data in multiple systems. You can also eliminate the arduous task of managing and supporting disparate applications — and the various interfaces that connect them — from different vendors. Instead, you can rely on Kronos as a single point of contact for your human resources and payroll systems.

Control Costs

- Eliminate redundant data entry
- End service bureau fees
- Stop decision making without high-quality information

Minimize Compliance Risk

- Establish single source for all employee information
- Monitor and enforce compliance

Manage Talent

- Gain control of employee processes and performance
- Empower employees with automation

System architecture

Workforce HR and Workforce Payroll consist of an easy-to-use web browser client coupled with a powerful Microsoft SQL Server database that handles back-end processing and uses Crystal Reports XI as the reporting engine. Like other components of the Workforce Central suite, Workforce HR and Workforce Payroll communicate seamlessly over the internet, organization intranets, local area networks, and wide area networks. The thin-client architecture requires just a single installation on your server without the need to install client software on individual desktop systems. This reduces the applications' total cost of ownership and eases maintenance complexities. Plus, the familiar browser-based interface significantly reduces the learning curve for users and simplifies support of client systems.

Single-suite database, single data source

Information about the workforce is needed to fuel processes and decisions across the organization, so keeping this information centralized and synchronized is critical. Workforce HR and Workforce Payroll share a single database with the rest of the Workforce Central applications, ensuring that data is stored only once and is kept up to date. Employees and managers access applications using a single, unified login account, clicking seamlessly in a web browser to perform tasks such as editing and approving timecards or updating their benefit direct deposit information. Reminders and approval cycles are managed using

the same configurable workflow mechanisms across the Workforce Central suite, such as human resources processes from hiring to termination — and all the timekeeping, payroll, and scheduling processes in between.

Essential scalability and flexibility

Workforce HR and Workforce Payroll are n-tier applications, consisting of multiple workstations, a web server, and a database server. As a result, your organization can scale the implementation for your network to all users and locations to extend the functionality and value of your solution across your entire organization. This flexibility also allows the applications to be scaled as needed to fit your maintenance and distributed support systems. Workforce HR and Workforce Payroll achieve maximum scalability by exploiting the strengths of Microsoft's Windows Server, Internet Information Server (IIS), and SQL Server. With open protocols and published interfaces, as well as proven reliability and performance, these solutions support flexible deployment and third-party integrations that deliver the required functionality and support needed by organizations' distributed client-server architectures.

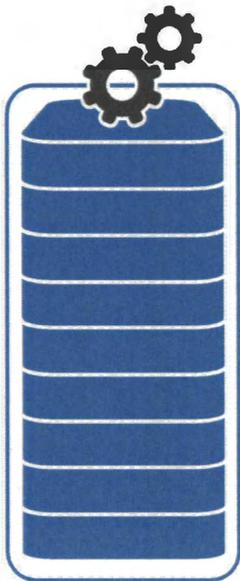
A cost-effective business and IT solution

Workforce HR and Workforce Payroll provide a host of powerful business benefits — cost savings, productivity improvements, and

more — with minimal impact on your IT staff. With various ways for your IT staff to deploy the Workforce Central suite — whether it is on site or in the cloud — Kronos Services is ready to assist. Also, with Kronos Cloud Services, you have the option of having Kronos do some of the IT functions for you, such as upgrades, patches, service packs, legislative updates, backups, database tuning, and other basic functions that you may not have time to perform. Depending on your level of need, Kronos can help put together the most cost-effective solution for your HR/payroll staff— as well as your IT department.

VMware virtualization

Most Workforce Central 6.3 applications can be run on VMware® virtual machines or Microsoft Hyper-V®. Virtualization is a software technology that makes it possible to run multiple operating systems and applications on the same computer at the same time, increasing hardware utilization and flexibility. By using virtualization software, an IT department can transform, or “virtualize,” the hardware resources of an x86-based computer — including the CPU, RAM, hard disk, and network controller — to create several fully functional virtual machines that each can run its own operating system and applications just like a real computer. (Note: Workforce Analytics™ products are not supported on VMware.)



THE KRONOS ADVANTAGE: ENABLING SOUND DECISIONS

- Benefits Management** Calculate rates and let employees enroll
- Compensation Management** Keep employees motivated
- Performance Management** Help ensure timely performance reviews
- Applicant Tracking** Track and process applicant information
- Training Tracking** Keep skills, licenses, and certifications up to date
- Compliance** Enforce and meet policies, rules, and regulations
- Reporting** Use standard, custom, and ad hoc reports and views
- Self-Service** Empower employees with automation
- Payroll** Control your own payroll processes and data



Single solution, single database

Platform support

Browser			Operating System		Version
Microsoft	Internet Explorer (IE)	v7 v8	Microsoft	Windows 7 (32-bit and 64-bit)	
				Windows XP (32-bit)	SP2
				Windows Vista (32-bit)	
				Windows Server 2003 (32-bit)	SP2
				Windows Server 2008 (32-bit and 64-bit)	
				Windows Server 2008 R2 (64-bit)	

Web Server			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	IIS	v6.0	Microsoft	Windows Server 2003 (32-bit)	SP2
		v7.0		Windows Server 2008 (32-bit and 64-bit)	
		v7.5		Windows Server 2008 R2 (64-bit)	

Next Generation User Interface			Operating System	
Adobe	Flash	11.1+	Same as supported browsers	

Java Plug-in			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Sun	Java Plug-in (JRE)	v6.0 (1.6.0_17) (ships with product)	Microsoft	Windows 7 (32-bit and 64-bit)	
				Windows XP (32-bit)	SP2
				Windows Vista (32-bit)	
				Windows Server 2003 (32-bit)	SP2
				Windows Server 2008 (32-bit and 64-bit)	
				Windows Server 2008 R2 (64-bit)	

Citrix Version		Platform Operating System	
XenApp v5		Windows 2003 Server SP2	
XenApp v5		Windows 2008 Server	

Server Virtualization		
Vendor	Product	Platform Operating System
Microsoft	Hyper-V	Windows Server 2008 R2
VMware	VSphere v4	Windows Server 2003 (32-bit)
	ESX Server v3.5	Windows Server 2008 (32-bit and 64-bit)
	ESX Server v4.0	Windows Server 2008 R2 (64-bit)

Database Server Technology Support	
Database	Operating System
Microsoft SQL Server 2005 32-bit	Windows Server 2008 (32-bit and 64-bit)
Microsoft SQL Server 2008 32-bit and 64-bit	Windows Server 2008 R2 (64-bit)
SQL Reporting Services (SSRS) Workforce Timekeeper Only	
Microsoft SQL Server 2005 or 2008 32-bit and 64-bit	All operating systems that Microsoft supports for these database versions



TIME & ATTENDANCE SCHEDULING ABSENCE MANAGEMENT HR & PAYROLL HIRING LABOR ANALYTICS

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 +1 800 225 1561 +1 978 250 9800 www.kronos.com

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Section 3: General Qualifications

Vendor shall provide a brief organizational history or background including the number of locations, employees and clients, years in business and total sales for the past three years identified by year. The Vendor shall give a brief summary outlining their ability to perform the work including contact information for the primary contact and the person responsible for contract administration, if different.

Kronos® Incorporated was founded by Mark S. Ain in 1977. His vision was to automate the employee timekeeping process by integrating microprocessor technology into time clocks. In 1979, Kronos shipped its first automated, standalone timekeeping system. The application became widely known as "time and attendance." This patented technology evolved into PC, client/server and Web-based solutions for labor management.

During the last decade, the company has enhanced its competitive position by acquiring and developing related technologies that go beyond its core time accounting. Today, Kronos is a single-source provider and global leader in workforce management solutions that enable organizations to control labor costs, minimize compliance risk, and improve workforce productivity. Tens of thousands of organizations in 100 countries – including more than half of the Fortune 1000® – use Kronos time and attendance, scheduling, absence management, HR and payroll, hiring, and labor analytics applications. We believe that our experience and commitment to technical and industry leadership uniquely qualify us to help businesses find new ways to optimize their labor resources. Kronos offers our solutions to a diverse array of industries, including public sector, healthcare, retail & hospitality, services & distribution, manufacturing, etc.

Kronos has unrivaled reach with more than 30 million people using a Kronos solution every day. Kronos currently has over 7,000 Workforce Management customers worldwide and nearly 700 HR and Payroll customers. We have over 20,000 customer installations. These numbers are estimates, as Kronos does not specifically track this information. Kronos solutions are sold directly as well as through a third-party channel, which does not enable Kronos to maintain an accurate count of contracts or installs.

Kronos employs over 3,800 people worldwide. Our headquarters is located in Chelmsford, Massachusetts, with subsidiaries in Australia, Belgium, Canada, China, France, India, Mexico, Netherlands, Singapore, and the United Kingdom.

Kronos is very proud of our long track record of financial performance and are well positioned financially to continue to invest in our products to better service our customers.

Kronos has been in business for over 36 years, focused solely on assisting entities with their workforce management. Through 2007, Kronos was a publically traded company on the NASDAQ stock exchange and were second only to Microsoft for the longest track record of profitable revenue growth (-20 years) among all publically traded software companies. In 2007, Kronos went private through a leveraged buy-out led by the top tier private equity firm of Hellman & Friedman.



It is very important to note that since going private we have continued to grow our revenues:

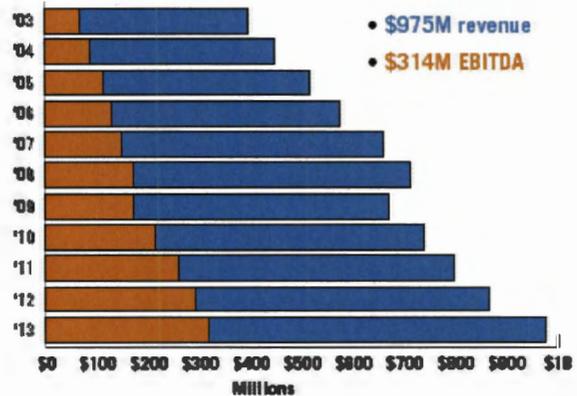
- \$975M in fiscal year 2013
- \$870M in fiscal year 2012
- \$800M in fiscal year 2011

This is while also increasing our investment in product development each year including \$90M in fiscal 2012 and \$101M in most recent FY2013.

The Account Manager responsible for overseeing your interaction with Kronos and ensuring you are receiving the attention you deserve is:

Keith Moran
 Sales Executive
 Kronos Incorporated
 297 Billerica Road
 Chelmsford, MA 01824
 Phone: (612) 716-9312
 Fax: (855) 897-7725
 Email: keith.moran@kronos.com

OUTSTANDING FINANCIAL PERFORMANCE
 FISCAL 2013 (ENDED SEPT. 30, 2013)



Vendor shall also provide the name, email, phone number of companies of at least three (3) similar software systems that the vendor has installed and/or maintained during the last three (3) years.

Please refer to the Bid Form for Customer Reference details.

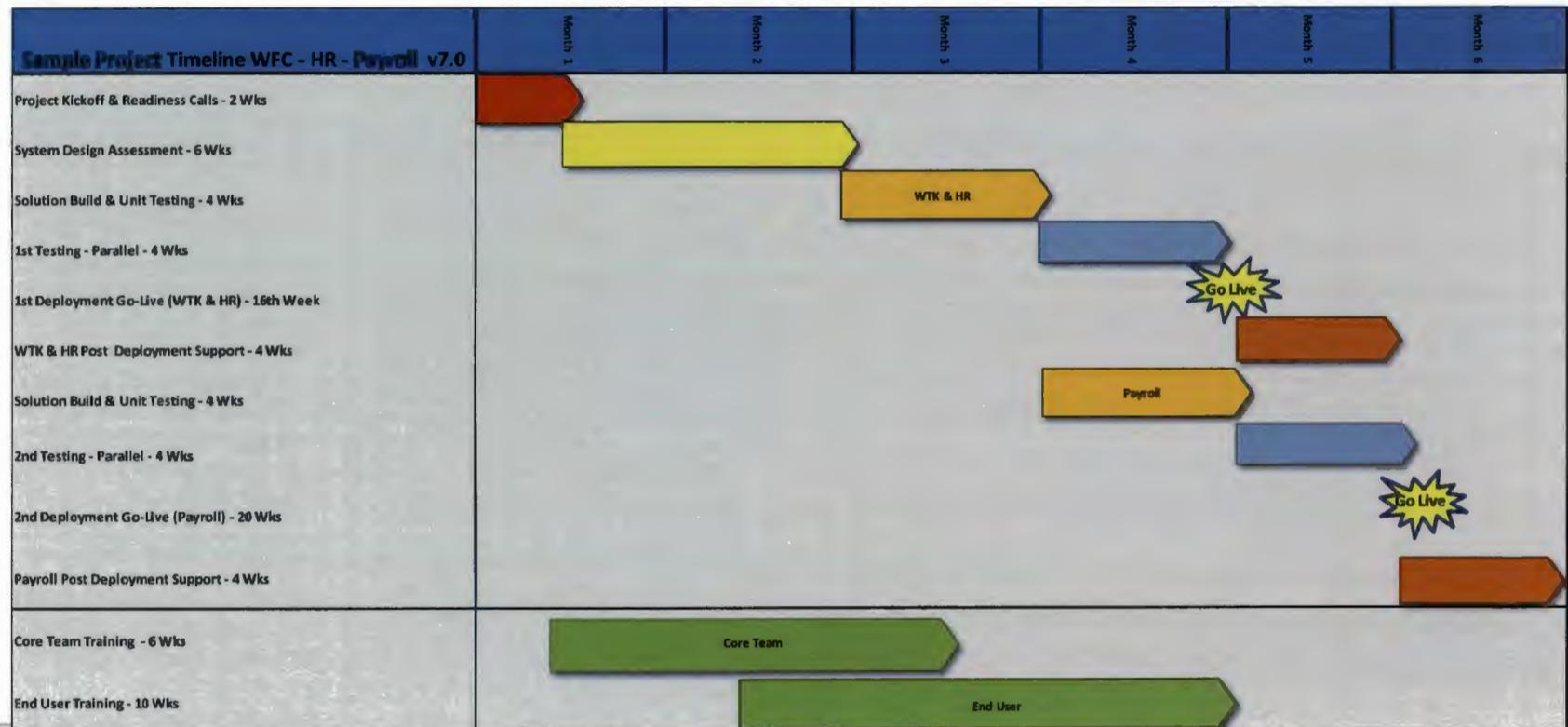


Section 4: Proposed Schedule

Rough estimate of timelines for both the base bid along with the optional bid. The timelines should be what the Vendor considers a realistic estimate to complete the project.

Without a detailed assessment, it would be inappropriate for Kronos to propose meaningful project duration, as this could serve to mislead and set expectations based on certain presumptions. However, based on an implementation scenario of similar size, it is anticipated that the implementation would be 5-6 months in duration.

The following depicts a sample project timeline:





Section 5: Detailed Scope of Services

Detailed scope of services following the requirement guidelines and deliverables discussed within the various sections of this RFP. Scope of services shall recognize understanding and compliance with the requirements listed within this RFP. Sections shall include screenshots of each module.

LIFECYCLES OF A KRONOS ENGAGEMENT

Because your Kronos solution touches major business functions, it is important to describe the “big picture” for business functions, data, applications, and technology. In performing a range of projects, from simple complexity through to highly complex integration and implementation projects, Kronos uses a methodology adapted from the Professional Management Institute (PMI) and from our own experiences in implementing and supporting our clients, to translate your business needs and deliver real value as quickly as possible.

Our approach is built on the philosophy that a successful project model must be both able to be successfully implemented as well as sustainable. This is achieved through the integration of the two primary lifecycles of a Kronos Project:

Project Management: Project Management defines the way in which the project scope and project approach will be managed as it relates to issues/risks, reporting & communications, change control and quality management. The Kronos Project Manager will guide the Customer through the project and consult regarding best practice for implementing the Kronos solution in the Customer’s organization.

The Phases of the Project Management Lifecycle are Start, Plan, Monitor & Control, and Close.

Project Implementation: The Project Implementation Lifecycle defines the core processes, activities, tools and deliverables to successfully implement any Kronos product.

The Phases of the Implementation Lifecycle are Plan, Assess, Solution Build, Test & Certify, and Deploy & Support.

Kronos has also included an impressive array of educational offerings throughout the integrated Customer Engagement Lifecycle. Our education solutions provide flexible, quality-focused learning experiences, responsive to the unique needs of adult learners and the organizations in which they work.

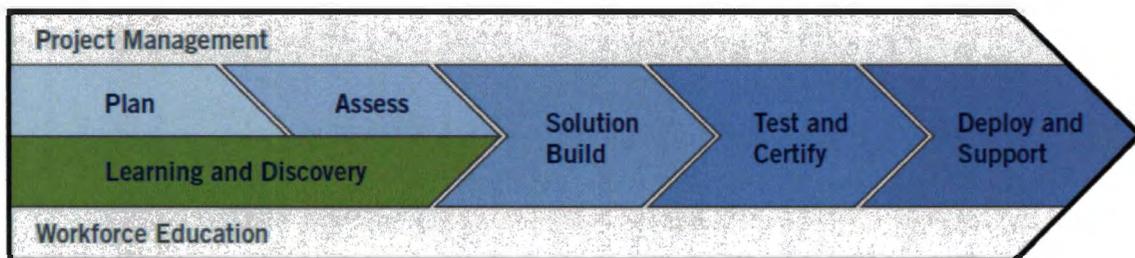
A number of milestones are also defined throughout the project, enabling the Project Manager to review the scope and quality of the project prior to progressing to the next phase of the project.



MOMENTUM METHODOLOGY

The Kronos Momentum methodology provides a phased, structured approach to implementation that minimizes risk and helps to keep you on schedule, within budget, and on target for meeting project requirements. Our seasoned project managers and consultants guide your team through our proven process, providing best-practice advice and assistance in each of the following phases.

- **Plan** – Prepare for implementation, establish project success criteria, and plan the project scope including schedule, risk mitigation, communications, and overall project guidelines
- **Assess** – Collaborate with all of your diverse organizations to understand their needs, and then work with your core project team to design a consolidated solution to maximize employee efficiency, application performance, and overall business benefits
- **Learning and Discovery** – Use a combination of formal knowledge transfer and collaborative workshops to educate your project team, understand your business requirements, and share best practices
- **Solution Build** – Build your solution according to your documented business requirement, including installing and configuring the application, managing data migration, designing and implementing connectivity, customizing required product extensions, and performing unit testing to verify the solution build
- **Test and Certify** – Support your system and integration testing, resolve all critical open issues, initiate end user training, and plan for system deployment
- **Deploy and Support** – Assist your transition from a project-oriented, pre-production environment to a successful and live production operation reinforced by our Global Support



The Kronos Momentum methodology outlines the distinct phases and milestones to expect throughout the implementation process. Customer satisfaction checkpoints are built in to track progress toward goals, timelines, and expectations.



Section 6: Customer Service Plan

Outline of customer service plan after the installation of the software system is complete. Names and contact information for customer service personnel, number of planned software upgrades per year, time and location of training/conferences and any other additional service that is ongoing and included in an annual service maintenance plan. Proposals shall identify the location and hours of operation of the site responsible for customer service after implementation.

CUSTOMER SUPPORT

Kronos' Gold, Gold Plus, Platinum, and Platinum Plus plans are designed to provide increasing levels of support, depending on your business-specific requirements. Our dedicated support teams give you the direction you need to keep your Kronos solution running smoothly and continually returning value. In addition, information tools available via our Customer Portal website complement the telephone, email, and desktop streaming support to which you'll have access under each plan.

Kronos' support services plans entitle all customers to the latest available product version upgrades, updates and enhancements, and documentation released during the contract period. Each plan is backed by resources that help you protect your investment and support your goal of improving business performance.

Support Contact Information

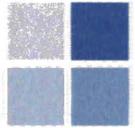
Kronos' Global Support Center is located in Chelmsford, MA and can be contacted by:

- Telephone: (800) 394-HELP
- Email: Support@Kronos.com
- Online: Kronos Customer Support web site: <http://customer.kronos.com>
- Gold Plus and Platinum Plus services include priority services and a dedicated (but not exclusive) professional as your primary support representative. It is a business relationship built by a dedicated Technical Account Manager, especially for your organization. You receive superior support from service experts, priority access, and resolution from our technical product support. This partnership ensures that you achieve system efficiency, maximum system runtime, and a competitive advantage. Since we do not know which Technical Account Manager would be assigned to your account, we cannot provide names or contact information at this time.

Support Hours

The support hours for all three support plans are as follows:

- Platinum and Platinum Plus Support Plan - 24 x 7, 365 days a year.
- Gold Support Plans - 8 AM to 8PM., local time, Monday through Friday, excluding Kronos holidays.


Kronos Support Services at a Glance

Support Services	Software				Equipment	
	Platinum Plus	Platinum	Gold Plus	Gold	Depot Exchange	Depot Repair
Plus Service Features						
Technical Account Manager (TAM)	●		●			
– Available 24 x 7	●					
– Available 8 a.m. to 8 p.m. local time (M-F)			●			
Proactive, Preventive Support	●		●			
Complete Issue Tracking/Management	●		●			
Phone Support						
24 hours a day, 7 days a week, 365 days a year	●	●				
Senior Specialists	●	●				
8 a.m. to 8 p.m. local time (M-F)			●	●	●	●
Web-Based Expertise						
SHRM e-Learning	●	●	●	●		
HR and Payroll Answerforce™	●	●	●	●		
Service Case Studies	●	●	●	●		
Technical Advisory	●	●	●	●		
Learning Quick Tips	●	●	●	●		
Technical Insider	●	●	●	●		
Brown Bag Sessions	●	●	●	●		
Software Assurance						
Patches	●	●	●	●		
Service Packs	●	●	●	●		
Upgrades	●	●	●	●		
Legislative Updates	●	●	●	●		
Web-Based Information						
Live Online Support	●	●	●	●		
Customer Forums	●	●	●	●		
Documentation	●	●	●	●		
FAQs	●	●	●	●	●	●
Knowledge Base	●	●	●	●	●	●
e-Case Management	●	●	●	●	●	●
Product Tutorials	●	●	●	●	●	●
Depot Equipment Services						
Exchange—Next Day					●	
Repair and Return						●



UPGRADES

The Kronos Workforce Central suite operates on an 18-month release cycle, providing updates and feature enhancements to all customers with a Kronos support contract on an annual basis.

On-Premise Solution – Support releases (point releases, service packs, patches) and new software releases for the current product installed (within platform and employee level) are provided at no cost to Kronos support customers and are usually self-installable. Kronos 4500 and InTouch terminal service packs and updates are installed through the host communications software, updating the firmware. Installation and training, if needed, can be requested for an additional cost.

Hosted Solution – All Kronos version updates and Service Packs will be applied to Customer's environment(s) as part of the Kronos Subscription and Hosting services. The Customer controls the scheduling and application of all version upgrades and updates. Technical Upgrades and updates are applied when requested by Customer. New Features, new Configuration, new Interfaces, Educational Services and Training are not included with the technical version upgrade.

EDUCATIONAL SERVICES

Kronos Educational Services is the ideal partner to help your organization leverage your Kronos investment. With comprehensive, expert Kronos training available when, where and how your schedule and budget demand, you'll be able to maximize the potential of your Kronos solution.

Comprehensive Kronos training speeds the adoption of your Kronos solution and helps your employees work better, smarter and more productively. This well trained workforce will help to ensure a smooth and successful implementation for your Kronos solution, accelerating your ROI.

Kronos has an impressive array of education offerings to meet the needs of small, medium, and larger complex organizations. Our education solutions provide flexible, quality-focused learning experiences responsive to the unique needs of adult learners and the organizations in which they work.

Training Delivery Choices

Kronos Educational Services offers you a choice when it comes to learning. Choose one delivery method or a blended learning solution to meet your organization's need.

- **Kronos Traditional Classroom** - Kronos Educational Services offers a full schedule of classes across the country to give guided instruction on how to best utilize your Kronos software. All Kronos courses are designed with extensive hands-on labs to reinforce new skills and concepts. Participants also experience day-in-the-life scenarios and receive best practices tips. Supporting materials such as quick reference guides and job aides help new users make a successful transition to using their Kronos system back at the office.
- **Kronos Virtual Classroom** - As a Kronos Virtual Classroom (KVC) participant you will benefit by experiencing a live, effective method for receiving training, without costly travel or interrupting your busy schedule. The KVC provides a structured online environment for instructor-led training, just-in-time-training right when you need it.



- On-Site Private Courses - Spend less time away from your office and more time learning how to optimize your Kronos solution. Kronos offers on-site customer training, in which a Kronos certified trainer comes to your organization's location to facilitate a Kronos customer education course. We bring the instructor, courseware, and the portable classroom for the ultimate in convenience.
- Virtual Private Courses - Gather only your employees together for a course delivered live over the Internet by a certified Kronos instructor. All the expertise of live instruction with the convenience of having just your organization in the training course.

KnowledgePass™ Educational Subscription

KnowledgePass is an online education portal that provides managers, end users, administrators, and IT staff members with anytime/anywhere access to educational content and support tools to set up, complete, track, and measure training activities. The project team should use KnowledgePass before and during implementation. KnowledgePass can also be used to onboard new hires, upgrade to new product releases, and refresh skills as needed. A KnowledgePass subscription gives organizations unlimited access to the content-rich site for an entire year.

Customers can take a weekly live tour to learn more about KnowledgePass. Follow this link to register for a tour: <http://customer.kronos.com/edservices/Webinar.aspx>.

CONFERENCES

Kronos hosts a worldwide customer conference, KronosWorks, for our users. This four-day annual conference is more than just a forum for information on the latest Kronos products and technology. It is an unparalleled opportunity for customers to learn how to maximize their total investment in Kronos systems and network with other Kronos users in order to exchange experiences. The agenda includes:

- more than 130 sessions driven by product and industry experts, certified trainers, and innovative users
- education workshops that provided hands-on user and technical training
- one-on-one access to Kronos executives

Presentations are delivered by many of our leading edge users, Kronos executives, and industry experts, and customers are encouraged to present to other customers and foster networking opportunities.



Section 7: Sample Agreements

Provide agreements (including any maintenance contracts) and certificate(s) of insurance required for execution of this contract.

The following agreement can be reviewed through the link: <http://www.kronos.com/uscommunities.aspx>

- Contract #14-JLR-003 (U.S. Communities contract, with Harford County Public Schools acting as the “Lead agency”)

The following has been included in herein as Kronos Certificate of Insurance:

- Kronos Acord Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Kronos Incorporated 297 Billerica Road Chelmsford MA 01824 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: The Travelers Indemnity Co.		25658
	INSURER C: Charter Oak Fire Ins Co		25615
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570051512310** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY			6300299P992	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY			BA 0292P235 MA Auto	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP0299P992	10/01/2013	10/01/2014	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$5,000,000
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB3C18389713 All other States	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
							<input type="checkbox"/> OTHER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3C18507913 California	10/01/2013	10/01/2014	E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE-EA EMPLOYEE	\$500,000
							E.L. DISEASE-POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER Kronos Incorporated 297 Billerica Road Chelmsford MA 01824 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>

Holder Identifier :

Certificate No : 570051512310





System Technical Requirements

1. Architecture

The County requires Software as a Service (SaaS model) where the Vendor hosts the application and data with access to the application via web browser over the internet. The software should not be browser dependent and therefore agnostic. The County does not standardize any particular browser.

Please refer to **Attachment 1 – Workforce Central Technical Datasheet** for a list of browsers supported.

2. Interfaces

The submitted proposal shall define how the proposed system will interface with the County's current job posting system (NeoGov).

Workforce Integration Server (WIM) is the integration component of the Workforce Central® suite. WIM facilitates data sharing between Kronos applications and other systems, including HR management systems, payroll, and Enterprise Resource Planning systems. WIM uses industry standards to create interfaces for quick and reliable data transfer.

WIM will take your new hire information exported from NeoGov and load it into Workforce HR.

3. Modular Integration

The Vendor shall describe how the proposed software modules are fully integrated with each other. If there are proposed third-party applications, explain how they are integrated into the application, how the third-party applications share security definitions and similar menu structures, what processes are handled in "real time" and what processes require batch processes.

Integration with suite products on a single web-based platform provides a single point of entry for real-time data, while eliminating multiple sources of disparate data and redundant administration, thereby reducing the total cost of operation. Benefit elections in Workforce HR are linked so that the benefit election is transferred immediately and is reflected in payroll deductions. Each benefit has an effective date, which enables the correct application of the benefit, and its costs, in the paycheck.

The time and labor data that drives payroll is accurate and approved by the timekeeping or scheduling source before it enters the payroll process. Accrual balances are passed to Payroll to support the printing of accrual balances on employees' checks. Accruals are decremented by the payroll process.

Employees can use a common logon to navigate between Workforce Timekeeper and Workforce HR/Workforce Payroll and to take advantage of these integration features:

- All HR data and employee information is shared with Workforce Timekeeper. There is no redundant entry, or disparate information in multiple sources. Shared data includes badges, personal contact details, licensing, function access, and roles.



- Jobs, and employee associations with the jobs, are trilateral among Workforce HR, Workforce Timekeeper, and Kronos® Workforce Scheduler™.
- Skills and certification are shared with Workforce Scheduler, ensuring compliance in scheduled coverage.
- The Workforce Timekeeper Accruals engine displays and decrements accrued time, carryover time and projected balances.
- Time and labor information is passed to Workforce Payroll.

4. Testing Services

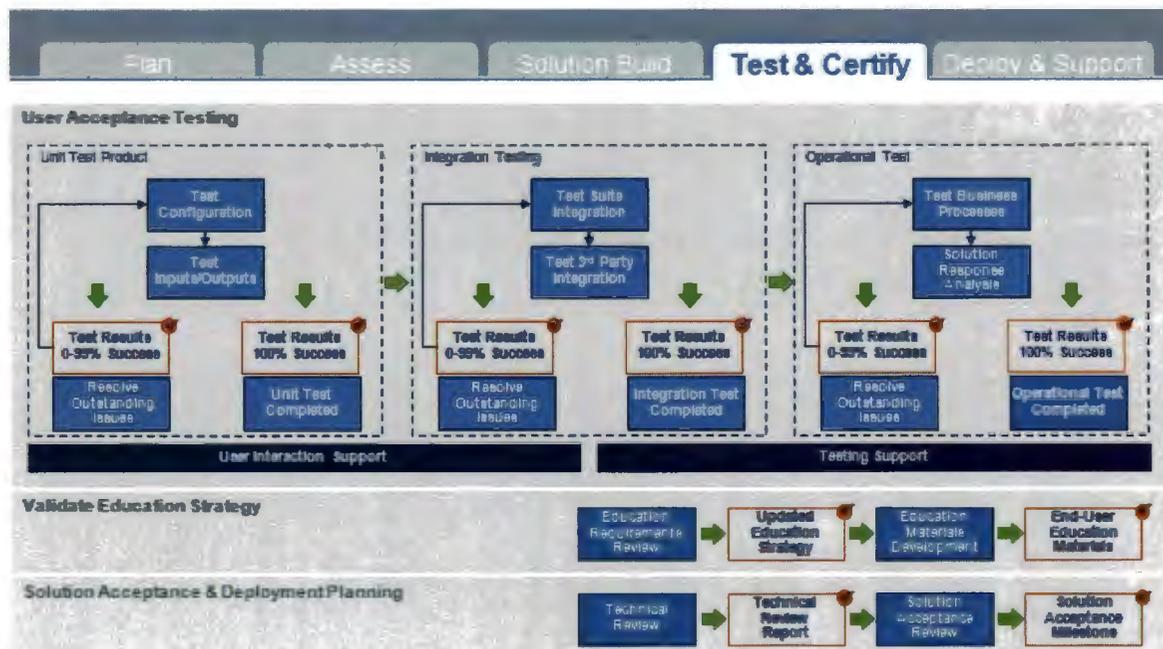
The County shall approve the system in a test environment before placing in production.

Solution Testing and Deployment

During this phase of the project, Kronos supports the customer's project team with testing to the Product Design document, resolving all critical open issues as well as deployment planning and support.

Customer's Commitment

The customer will finalize the test plan to support unit, integration and operational testing; complete test case scenarios in the Solution Validation Workbook; dedicate or make available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities participate in the test cycle. The customer will also coordinate testing with other vendors, and if applicable, test and validate the data transfer from Kronos to other vendors. The customer's testing team will utilize the Solution Validation Workbook for unit and parallel testing and maintain the workbook as needed until testing is complete. The customer will also write operational procedures and train user as needed for a successful deployment.





5. Project Management

Vendor to define and provide references for the project manager assigned to the Sarpy County account. The County shall have one (1) point of contact during the implementation phase.

Since we do not know at this time which Kronos personnel will be assigned to your implementation, we cannot provide specific individual names and resumes. Once the implementation team has been assigned, specific individual resumes can be provided upon request.

A description of the background and experience typically seen in a Kronos Project Manager is shown below:

PROJECT MANAGER

Position Summary:

Responsible for managing all assigned Kronos implementations including complex projects involving multiple locations and or departments in a hardware/software, multi-vendor, multi-protocol environments. This position will be the focal point for all communications with the customer for Kronos, on their assigned accounts, through the implementation process and will efficiently project manage the customer and internal Kronos resources to meet the established implementation milestones and targeted completion dates.

Principal Responsibilities:

In general terms the PM will be the key focal point for the customer and be the delivery agent of all resources being supplied by Kronos to effect a timely efficient, successful implementation. On a day to day basis a PM will:

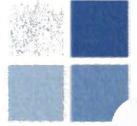
- Ensure a thorough understanding of customer expectations through meetings with internal resources and discussions with the customer.
- Be the focal point of all communications with the customer and regularly communicate with the customer's project manager and others verbally and in writing throughout the implementation process.
- Communicate regularly with the customer and Kronos resources assigned to ensure we are on schedule. Identify and escalate any unresolved or unusual installation problems.
- Ensure the implementation AC's and other Kronos resource are efficiently scheduled and the customer is prepared.
- Define/develop customer project plan and task flow to ensure resources and budget requirements are met.
- Set up and conduct a systems installation planning meeting with the customer.
- Finalize charter and develop a project team, task flow and calendar with the customer's project manager meeting approval by customer.
- Maintain contact with customer's project manager to ascertain project status.



- Confirm system activation date and schedule end user training.
- Transition customer from installation to maintenance services.

Other Qualifications:

Bachelor's degree or equivalent in a Business, Computer Sciences or related field with 4 plus years' experience in systems integration/ project management work. Project Management Certification or equivalent experience to PMP. Demonstrate proficiency in Microsoft Project. Demonstrated proficiency in project managing the installation and support of many software applications in multiple environments.



General System Requirements

1. Users

The County desires a total of five (5) system administrators with all employees having access to the system for various module options. There are currently 630 active employees.

The Kronos Proposal includes 6 administrator licenses, 630 active employee licenses, and an estimate of 63 supervisor licenses.

2. System Security

The proposed solution must include multiple levels of security based on user credentials (i.e. role based). Integration with an active directory is preferred. The application must provide for detailed activity and error logging, auditing and reporting.

- Organization security restricts who may see EEO and salary information.
- Page Security restricts which system pages are available.
- Query view security restricts which data views are available for query.
- Licenses restrict who has access to the HR information.
- Active directory is supported.
- Error logging, auditing and reporting are included.

3. Historical Data

System should be able to maintain reportable historical data. For example, if an employee job has changed the system should be able to report/query the new job information as well as job history.

HR/Payroll historical data remains online forever or until archived. Information is point-in-time effective dated so that you can easily retrieve historical records and generate reports for any range of dates.

Timekeeper transactional data may be archived when needed using the Workforce Record Manager tool.

4. Workflow Capabilities & Messaging Portal

Provide a narrative of the system software operation for electronic routing, how workflow rules are established, how workflow interfaces with popular email programs such as Microsoft Outlook (i.e. email, tasks and calendaring) and Adobe Acrobat. Use screen captures to illustrate the software operation.

Automation of common business processes is standard functionality within the Workforce Central Suite. Process Manager, the Kronos configurable workflow engine, enables you to define process steps and routing through your organization. Several standard process templates are included, such as position change, salary change, employment status, hiring, etc. Kronos provides an internal messaging system that does not require email. Kronos can integrate with any SMTP compatible mail system.



Describe how program pushes electronic documents to employees and if there is an electronic signature capability within the software. Describe how the program sends messages, including reminders.

Self-service is the primary method to push documents and information to employees and managers. The employee user ID and password serves as their signature. Kronos provides an internal messaging system that does not require email. Kronos can integrate with any SMTP compatible mail system.

5. Reporting & Analysis Tools

The software should have the ability for unlimited reporting for all fields including customized fields and notes fields. The software should have unlimited customizable fields that are accessible for reporting. Vendor should describe the following:

a. Querying and reporting tools available within the proposed software

There are standard reports delivered in the system. There is also an HR/Payroll query tool delivered in the system. The query allows users to access data views, select columns to include, add selection criteria, save and rerun the query. Results are presented in Microsoft Excel for formatting and additional manipulation.

b. On-line analytical processing tools available with the proposed software

Reports and queries access real time data in HR/Payroll.



c. Interfaces to common desktop application packages (i.e. Crystal Reports)

Standard reports are delivered using crystal report viewer and queries are delivered in excel. You may use any ODBC compliant reporting tool to access the SQL Server data.

d. Security definitions that apply to the reporting tools on the main software application

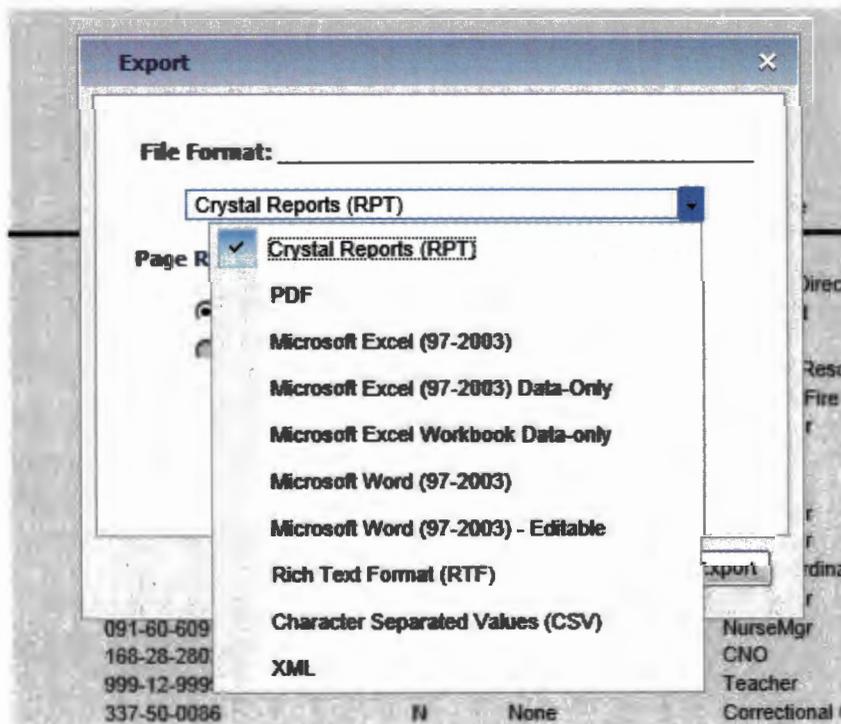
Security rights are maintained while using the reporting tools.

e. List of standard reports and examples, by module, available “out of the box”

Please reference **Attachment 2 – HR Payroll Standard Report Listing** and **Attachment 3 – Workforce Timekeeper Standard Report Listing**.

f. Upload/download capabilities of reports

Standard reports may be exported to a variety of reports:





g. Provide regulatory reporting including, but not limited to, EE04, PPACA and FMLA

Regulatory reporting is supported. Please reference the standard reports listed in **Attachment 2 – HR Payroll Standard Report Listing**. Additional reports may be configured.

h. How dates are trackable and definable

There are a variety of dates included in the system. HR is point-in-time effective dated so there are start and end dates for each transaction. History remains available “forever” unless archived.

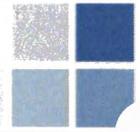
i. If software is delivered via SaaS, what access to the data will be allowed for Business Intelligence Reporting?

Workforce HR offers the ability for unlimited reporting for all fields in the SQL Server database. This includes the 24 user defined fields distributed across multiple information pages.

6. Legal Requirements

Program must be current and remain up to date on all Federal, State and County legal regulations, rules, statues and policies throughout the entire contract term and any renewal periods.

Kronos Support Plan customers are entitled to the latest available product releases, updates/patches and legislative updates. For many products, the latest software maintenance releases - Service Packs are posted on our Customer website for you to download and install.



System General Support Requirements

1. Training

Vendor shall provide an overview describing the recommended approach to training services and follow up training. Training should be hands-on and practical.

Vendor shall define:

- a. Number of days or hours or training incorporated into the proposal.
- b. Type of training – onsite, remote
- c. Recommended areas of training
- d. Recommendation on training delivery – what phase of the project will training occur

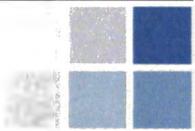
The County will only pay for the fees listed on the Bid Form. These fees should be inclusive of all travel and expenses associated with training services.

Kronos Educational Services

As part of your overall solution, Kronos Educational Services are included to help secure maximum user adoption. Kronos Educational Services has included an education strategy to train the implementation, functional and technical project team members and end users. The curriculum is structured by employee job role to ensure that each member of your team who interacts with the application has a clear learning path designed to develop knowledge in a logical sequence.

Length of training, class size and delivery method is based upon your overall employee's needs. Specific training class recommendations are included as part of your overall solution.

Educational Service	Description
Project Team Training	<p>Product classes designed for key project team member based on individual job roles. All course delivery is purchased via training points to allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for onsite training. Online course descriptions include the training point value. Each course has a point value that equals the price of the class.</p> <p>Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for each private event is based on a daily rate for the number of planned attendees. If additional students attend training, additional fees may be incurred. The total training points and associated cost will be reflected on your Sales Agreement.</p>
End User Training	<p>Product classes are designed for the user of the product, and recommendations for training classes are based upon product type.</p>



Educational Service	Description
KnowledgePass™ Subscription	KnowledgePass™ is an online educational portal that provides 24/7 any-time-anywhere access to in-depth training content to help your employees maximize productivity and achieve their goals from implementation to optimization. Gain instant access to helpful tutorials, job aids, in-depth, hands on tools, webinars, and educational documents to help your team succeed.

2. Support & Maintenance

Vendor shall describe the recommended make-up of internal functional and technical support of the software, number of staff and the skill sets required to adequately maintain the system post implementation. Vendor shall also define the level(s) of support provided to the County throughout the implementation, warranty and maintenance periods. The levels of support and maintenance shall be included on all modules (both required and optional) listed within this proposal and covered under the Agreement.

The Global Support staff consists of approximately 300 experienced service professionals that handle approximately 12,000 cases per month. The group is organized according to area of expertise and many of these support specialists are certified database and network experts. The Kronos Global Support organization is comprised of Support Engineers, Senior Support Specialists, Network Specialists, and DBAs who team to provide the highest level of support that the industry has to offer.

The number of customer resources required to support the product can vary considerably, depending on the complexity of the installation. Typically, customers designate two or three resources to support the application software on a limited basis.

Support items focus on system administration (access profile security, setting up new users in the system, and so forth) and modifications to pay policy configurations, if necessary. Other items may include creating external custom reports if needed, and supporting the end-user community.

Kronos will be better able to provide an estimate after conducting a site survey detailing your requirements.

Details on Kronos' various support options have been provided in Section 6: Customer Service Plan.

Implementation Support

Kronos can provide dedicated project resources for your implementation. During a typical implementation, your Kronos project manager will be your single point-of-contact, managing a team of resources to meet the requirements of your implementation.

- **Project Managers** – These consultants are the foundation of each implementation. They ensure your project is optimally coordinated and executed by following our proven methodology. Their skill sets are exemplified by the certifications they hold: PMP certification (Project Management Professional),



SPHR certification (Senior Professional in Human Resources), and American Payroll Association's FPC (Fundamental Payroll Certified)

- **Application Consultant** – Our team of seasoned professionals are integral to analyzing and configuring your system, imparting best practices that enable you to recognize the most value from your system. Certifications include: MCSE (Microsoft Certified Systems Engineer), CCNP (Cisco Certified Network Professional), and American Payroll Association's FPC (Fundamental Payroll Certified), and specializing in Web Architecture, JAVA and XML languages.
- **Technology Consultant** – Specializing in infrastructure, dB initialization and management, integration design and development, and system connectivity, our advanced technology teams play an important role in establishing a stable environment for your Kronos solution. Certifications include: MCSE (Microsoft Certified Systems Engineer), MCDBA (Microsoft Certified Database Administrator), OCP (Oracle Certified Professional), CCNP (Cisco Certified Network Professional), and specializing in n-tier database connectivity solutions, using JAVA, JAVA application programming interfaces (APIs) and XML languages.
- **Industry expertise** - Our teams are structured by industry expertise, and have years of extensive experience in your specific marketplace (Healthcare, Retail, Manufacturing, etc.). They utilize their expertise to analyze and develop comprehensive operational processes, performance metrics, and impact planning for your organization's frontline labor management operation. They draw off of their vast tenure in your vertical market to provide best practice and change management guidance to translate your strategies into optimized enterprise processes.

Maintenance should be bid on the Bid Form. The fees associated with maintenance agreements/services will be paid annually prior to the applied period.

Please refer to the Bid Form for pricing.

Vendor shall define if upgrades (minor and major) are incorporated as part of the maintenance program. Vendor shall describe the following:

a. **Recommended upgrade frequency for the proposed software**

Kronos operates on an 18-month release cycle for software updates. Service packs typically occur in 2-3 month intervals. Releases are made available through the Kronos Customer Portal website.

b. **Frequency of upgrades provided, both minor and major**

Kronos operates on an 18-month release cycle for software updates. Service packs typically occur in 2-3 month intervals.



c. How patches, fixes and upgrades are deployed and applied

Service packs (Bug Fixes/Patches) typically occur in 2 to 3 month intervals and are made available through the Kronos customer website to all maintenance customers. Support customers with known problems are notified directly by Kronos service personnel.

Kronos has proposed a solution which will be hosted in the Kronos Private Cloud. All technical upgrades will be completed by the Kronos Services team at no additional cost. Setup of new functionality or integrations may require additional fees.

d. What happens to software customizations (user-defined tables, source code changes and fields) during an upgrade

Kronos does not support custom programming by the customer, which voids warranties and the Kronos Support Agreement. In addition, custom programming may make product upgrades and updates incompatible. Customizations managed by the Kronos Custom Engineering Group may be supported and able to accept future upgrades, but this is determined by the extent of the customization and support must be negotiated on a case by case basis.

Customers should consult their sales representative before applying service packs or updates to customized software. Custom, even created by Kronos, is not covered by maintenance or supported. Customers that have customization would need to purchase services to have the custom piece upgraded, as well.

Custom programming is considered changes to the software code outside the configurable rules and features built into the software. Product updates are designed to incorporate existing configurations made by the customer.

e. How many prior versions of the software does the Vendor support

Kronos provides support (bug fixes) for the currently shipped product and “two back” release of the product. Customers with a support agreement are entitled to receive the newer versions of the software at no additional charge.* This allows our customers to stay current and benefit from the latest features and function of their Kronos product.

**Note: Installation of upgrades may be performed by the customer in most instances. There is an additional charge if on-site installation and training are requested.*

f. Length of time to implement a typical upgrade in an organization similar in size to the County.

In most cases, Kronos can move faster than the customer. We deploy skilled, dedicated resources that can move quickly to implement. However, Kronos manages implementations in concert with the customer, not independent of them. If the customer's staff has other or shifting priorities, there can be significant customer-induced delays that can add significantly to the implementation time-frame. Since this is our biggest unknown, we must have a solid understanding of customer-specific resource



constraints before we can provide a definitive estimate. Kronos has proposed a solution which will be hosted in the Kronos Private Cloud. All technical upgrades will be completed by the Kronos Services team when the County decides they are ready to upgrade.



HRIS System Module

The HRIS Module shall be a comprehensive, intuitive and user friendly for both administrative users and employees. At a minimum the system shall incorporate the following elements.

The system must be able to support unlimited, customizable fields within each segment of the module and must be able to be setup by the HRIS Administrator within the system. The system must provide a self-service employee portal as well as a management portal by organizational hierarchy.

1. Online Onboarding/New Hire/Self-service Portal

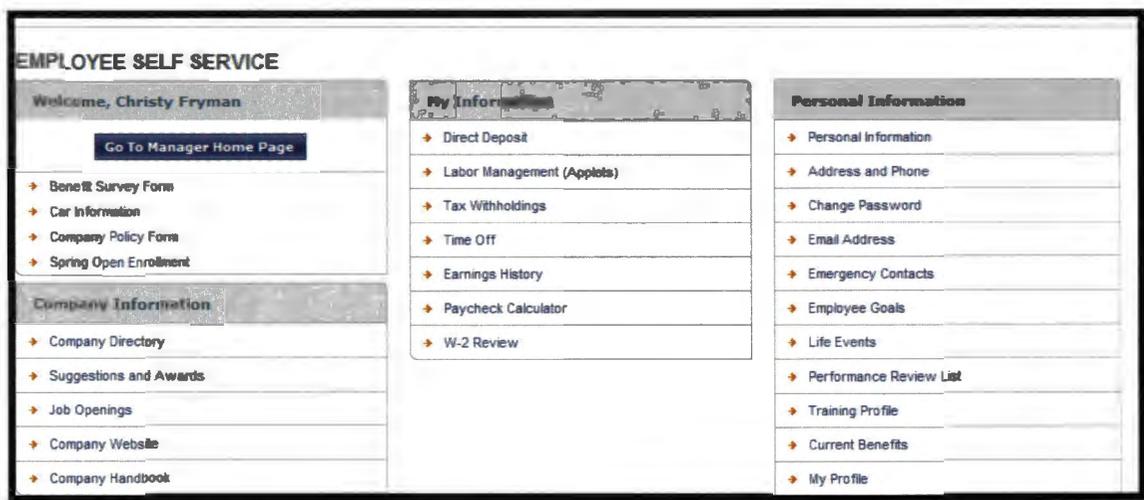
Describe, provide examples and show screenshots on how the proposed software integrates the following data:

- a. Online new employee instructions and onboarding.

You may present new employee instructions and onboarding guide in employee self-service.

- b. Allow completion of online forms (W-4, payroll direct deposit, job description, Personnel Rules/Regulations).

You can complete online forms in employee self-service.



- c. Customizable supervisor checklist for new employee orientation.

You can post a new employee orientation checklist in manager self-service.



d. **Employee self-service portal access setup.**

Yes, supported.

e. **Ability to send employee alerts and acknowledgement of documents/policies pushed to the employee with electronic signature and/or audit trail.**

Yes, supported.

f. **Integration with County email system for self-service alerts/notifications.**

Yes, Kronos supports any SMTP mail system for alerts and notifications.

g. **Employee information pages fully customizable with ability to add graphics and hyperlinks.**

The employee self-service page is flexible for you to add and remove links according to the needs of the County.

h. **Self-portal entry of emergency contact information and other employee identifying information, such as Social Security #, date of birth, home address, primary/secondary phone number, health information (i.e. allergies and other applicable health-related information, etc.).**

Yes, emergency contact information and personal information can be maintained using the employee self-service portal.

2. Benefits Administration

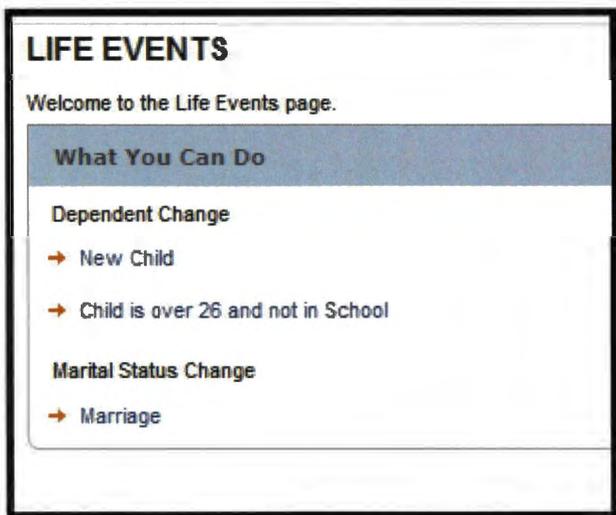
Describe, provide examples and show screenshots on how the proposed software integrates the following data:

a. **System should permit global changes by carrier and/or by plan type across all employee categories.**

Changes are allowed by carrier and/or by plan type. All changes are effective dated.

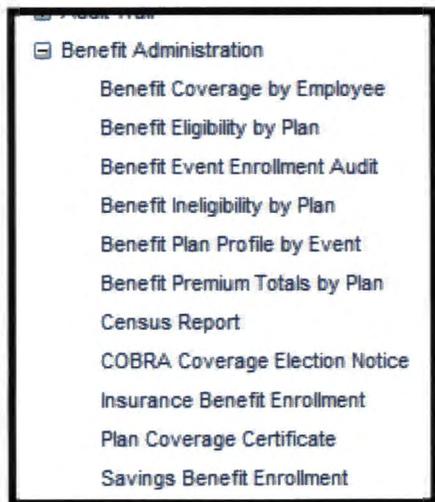
b. **Track eligibility dates and trigger notifications for various types of benefits (dependents reaching age 26, LTD insurance after 1 year of continuous employment, etc.).**

Eligibility rules are defined for each plan. Life events may be configured in the system and triggered automatically. Benefit plans tied to the life events automatically activate and become available for enrollment.



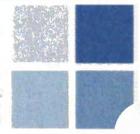
- c. System should provide information regarding employee coverage eligibility including effective date, modification date, dependents covered, dependents date of birth, level/type of coverage, coverage cost (employee share/employer share), etc.

Standard reports have this information as well as views on an individual employee level as well.



- d. How many plan types will the system support? (i.e. multiple health plans as well as various types of plans such as catastrophic plans, non-insurance plans, deferred compensation, etc.).

You may define an unlimited amount of plans.



- e. Global and individual changes with effective dating by class and/or category of employee.

Yes, supported.

- f. Eligibility auto determined based upon the number of hours an employee is scheduled or actually works.

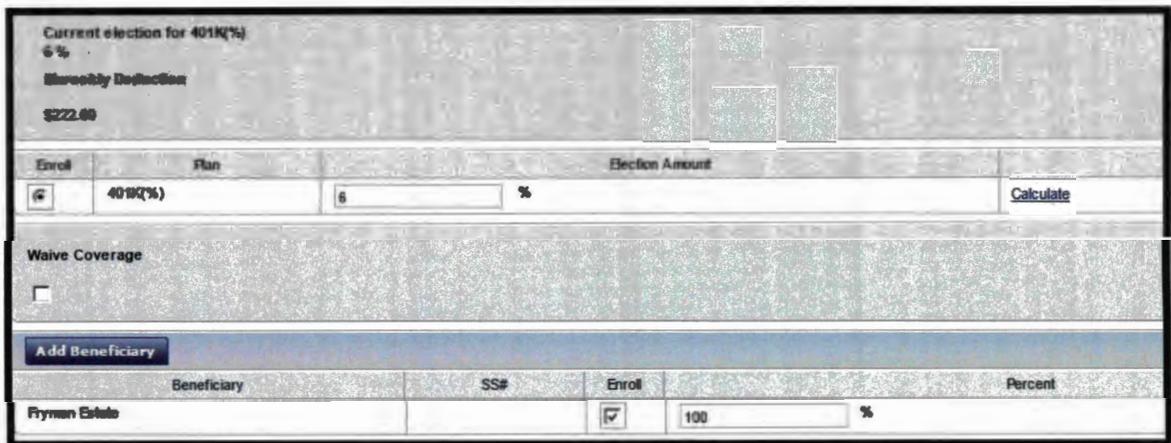
Eligibility may be auto determined based upon the number of FTE hours an employee is scheduled to work or actually worked.

- g. Online self-service enrollment, including audit trail, presenting only eligible plans (by rule).

Online self-service enrollment only presents plans the employee is eligible for.

- h. Beneficiary information (life and pension coverages) including date of birth and relationship designation.

Dependent information includes date of birth and relationship designation. Beneficiary information includes relationship designation. We will need to work with you on the best options to capture date of birth for the beneficiary.



Current election for 401(k)(%)
6 %
Monthly Deduction
\$222.40

Enroll	Plan	Election Amount	
<input checked="" type="checkbox"/>	401(k)(%)	6 %	Calculate

Waive Coverage

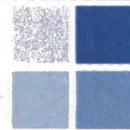
[Add Beneficiary](#)

Beneficiary	SS#	Enroll	Percent
Fryman Estate		<input checked="" type="checkbox"/>	100 %

- i. Carrier connectivity with ability to transmit data to the current insurance system (BCBS/MetLife) as well as ancillary vendors.

Workforce Integration Server (WIM) is the integration component of the Workforce Central® suite. WIM facilitates data sharing between Kronos applications and other systems, including HR management systems, payroll, and Enterprise Resource Planning systems. WIM uses industry standards to create interfaces for quick and reliable data transfer.

WIM will automatically send data to the carriers and other vendors.



- j. **System should support multiple open enrollment periods via online self-service. enrollment including online forms and vendor information with capability of connecting through hyperlink to vendors webpage through self-service portal.**

You may define unlimited open enrollment periods with any variety of plans tied to each. You can easily add links to vendor webpages in the portal as well.

- k. **Audit Trail reflecting date, time, and name of user initiating, approving, and authorizing benefit modifications.**

Yes, this is supported.

- l. **System must support HIPAA certification and other regulatory requirements.**

Yes, this is supported.

- m. **System should provide means to prepare and distribute electronically Total Compensation Statements including salary, current value of annual leave accruals, County paid pension contributions, and insurance benefits paid by County for employee.**

This bid requires a custom report. Please see the bid form for more information.

The County prefers the following capabilities, listed as optional on Bid Form:

- a. **Vendor Reconciliation**

There is a standard report to assist with this.

- b. **COBRA Administration**

You may use a 3rd party of your choice for this.

- c. **FSA Administration**

You may use a 3rd party of your choice for this.

Workforce HR includes a standard report to help you with benefit vendor reconciliations. Cobra and FSA administration may be handled by a provider of your choice and we can interface with them if desired.



3. Compensation Administration

Describe, provide examples and show screenshots on how the proposed software integrates with the following information:

- a. **System should provide support for multiple types/number of pay structures without restriction.**

Workforce HR contains a comprehensive system for compensation planning and management. A successful compensation strategy keeps employees motivated by offering meaningful, competitive compensation packages, and also provides a return on investment to employers. Organizations who want tight financial control can set up compensation and rewards that align with full-time equivalency and the available budget.

Compensation management tasks are divided appropriately between HR administrators and managers. Administrators analyze, plan, and measure compensation and budget. Managers propose salary increases. Together, both groups produce a viable salary compensation package.

Compensation analysis and planning

Performance needs to be planned, balanced, and evaluated for relevance. Compensation needs to reflect good performance, while staying within budget constraints. Workforce HR implements a full compensation package that embeds compensation analysis and planning tools. The package implements review cycles and applies pay grades and updates easily. Compensation is based on effective dates, so there is no last-minute keying of compensation changes. The automated compensation planning sheets enable all managers to compute rewards from the same budget and constraints.

Measure compensation levels

Before a salary increase is in place, administrators must test an employee's compensation against employees in the company, against employees in other companies, and against benchmark jobs.

Transporting and analyzing salary data from the external job market, for comparison with competitors, enables the company to compete for skilled resources. Administrators can combine compensation components, such as base, shift, and skills differential, to create an aggregate base wage for compensation. Reports on the current compensation data can help to determine what each employee is worth to the company, in direct and indirect compensation.

Budget new compensation

New salary ranges can be created based on salary analysis. Periodic adjustments might be required for economic factors, such as cost of living changes, location, and inflation, an increase in the minimum wage, a housing allowance, or a fuel or disaster allowance.

Propose salary increases

Without changing an employee's actual compensation record, managers can use models to test the effects of a proposed salary action on the distribution of the budgeted allotment. Proposal worksheets and analysis in Microsoft Excel assist with the "What if..." analysis. Proposed changes can also be



compared with the employee's position on an employee ladder, and checked for equitable distribution within a group. Managers can propose changes based on superior employee performance.

Merit matrices, which are comparison charts created from internal and external sources, coordinate reward levels and employee performance targets. These help to determine how best to recognize and reward performance equitably across an organization.

- b. System should provide a means to track and trigger payment of specialty pay types such as longevity and skill-based pay including a historical record of all payments as well as dates that trigger compensation such as hire/anniversary dates, transfer/promotion/demotion dates, etc.

Yes, the system has automated tools to help you track pay increases due, longevity and skill-based pay due. Pay changes are tracked in history and available for reporting.

- c. Ability to enter multiple future pay structure and automatically trigger pay increases (step system) by employee type/category.

There is an automated pay rate group edit feature to assist with step in grade increases.

Pay Rate Table ?

You are viewing Pay Rate Table Step & Grade

Effective From to

CurrentPayGrade	CurrentStep	NextStep	Change Action	Change Type	PayRateChangeFactor
EW10	None	1	INCREASE	FLAT	0.25
EW10	1	2	INCREASE	FLAT	0.50
EW10	2	3	INCREASE	FLAT	0.75
EW10	3	4	INCREASE	FLAT	1.00

- d. Ability to record and calculate individual employee as well as structure compa-ratios.

Yes, compa-ratios are standard product feature.



COMPENSATION				
Compensation Budget Proposals Approvals Return				
Name /	Position	Salary	Compa Ratio	% of Last Increase
Steve Johnson	Administrative Assistant	28,120.00	140.00	
Beryl Jones	Manager UBC	72,800.00	76.92	
Billy Nichle	Payroll Manager	104,546.97	223.39	
Emily Selo	Recruiting Manager	51,000.00	90.81	
Penelope Silje	Human Resource Manager	51,000.00	90.81	

e. Ability to configure merit-based pay matrix as a table within the system

Yes, pay matrix configuration is a standard product feature. Here is an example with the ranges in thirds but you may specify and quadrants you like. Also, your evaluation criteria are configured as well so if you do not use a scale of 1-4, it will show your scale.

Matrix

Enter the ranges for the percent increases set as guidelines for the managers to follow. (e.g. 3-5% for excellent performers in the bottom pay grade segment.)

Segments	Min - 33%	33% - 67%	67% - Max
	Low % - High %	Low % - High %	Low % - High %
4 - Exceeds Requirements	0 - 0	0 - 0	0 - 0
3 - Meets Requirements	0 - 0	0 - 0	0 - 0
2 - Below Requirements	0 - 0	0 - 0	0 - 0
1 - Unsatisfactory	0 - 0	0 - 0	0 - 0

f. System should support pay for performance pay method.

Yes, pay for performance is supported. Worksheets integrate current pay information with performance ratings to facilitate this. Merit guidelines automatically appear as recommended based on the data.

g. System should support annual adjustments (i.e. cost of living) by employee and pay structure.

Yes, merit guidelines are supported and effective dated to occur in the present or future.



- h. System should provide a means to complete salary projections by individual employee, employee group, or organization-wide (budgetary purposes).

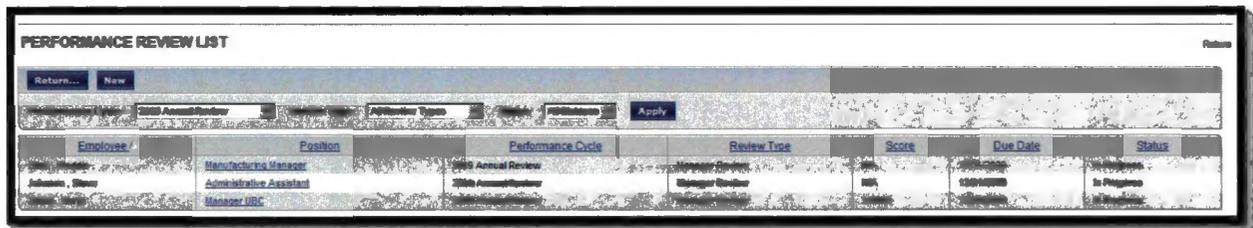
Yes, standard reports assist with this as well as merit worksheets.

4. Performance Administration

Describe, provide examples and show screenshots on how the proposed software integrates with the following information:

- a. System should support customizable, online performance evaluations including self-evaluation, 360 degree, etc., which are viewable by employees.

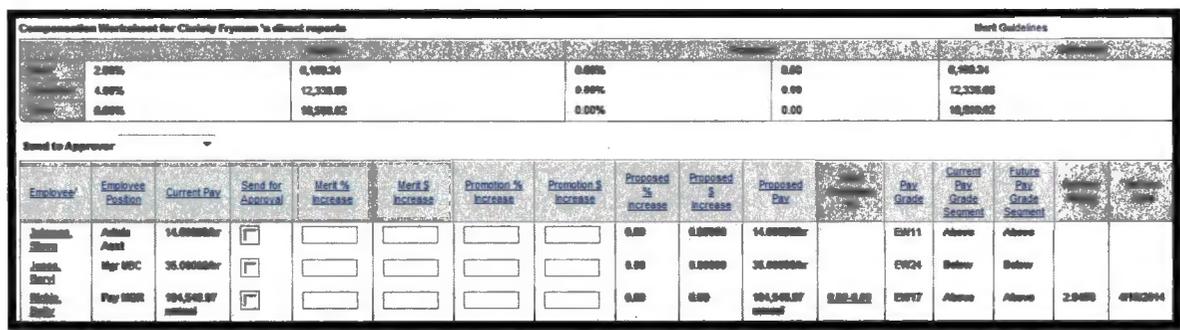
Customizable, online performance evaluations including self-evaluations are supported by the system. 360 degree reviews are available through a third party.



Employee	Position	Performance Cycle	Review Type	Score	Due Date	Status
John, Steve	Manufacturing Manager	2013 Annual Review	Manager Review	85%	12/31/2013	In Progress
John, Steve	Administrative Assistant	2013 Annual Review	Manager Review	85%	12/31/2013	In Progress
John, Steve	Manager UIC	2013 Annual Review	Manager Review	85%	12/31/2013	In Progress

- b. Ability to auto populate overall rating into compensation administration for pay increases.

Yes, the performance review appears in the compensation worksheet.



Employee	Position	Current Pay	Merit % Increase	Merit \$ Increase	Promotion % Increase	Promotion \$ Increase	Proposed % Increase	Proposed \$ Increase	Proposed Pay	Pay Grade	Current Pay Grade	Future Pay Grade
John, Steve	Admin Asst	14,000.00	2.00%	2,800.00	0.00%	0.00	0.00	0.00	16,800.00	EM11	Above	Above
John, Steve	Mgr UIC	35,000.00	4.00%	14,000.00	0.00%	0.00	0.00	0.00	49,000.00	EW24	Below	Below
John, Steve	Pay MGR	104,548.87	0.00%	0.00	0.00%	0.00	0.00	0.00	104,548.87	EW17	Above	Above

- c. Field to score and retain overall performance rating.

Yes, supported.



d. Ability to store performance evaluations within the system.

Yes, supported.

e. Ability to customize approval process by department and organization-wide using online approval.

Yes, supported.

f. System should track and trigger next review date and generate reminders.

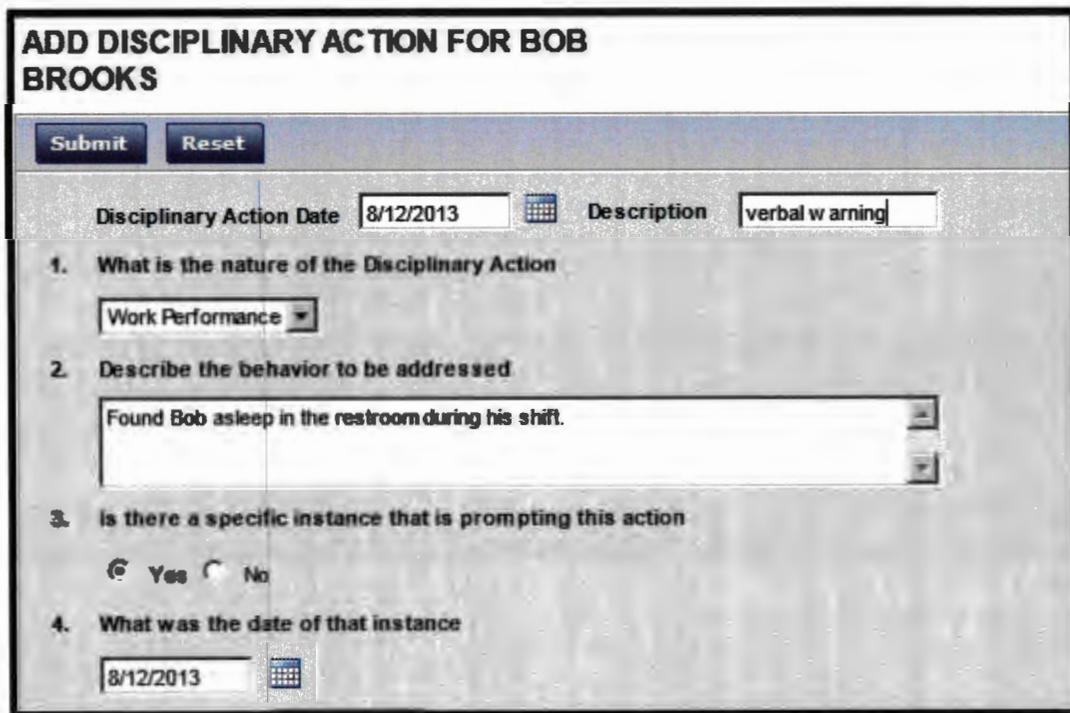
Yes, 6 automatic reminders configured with each performance cycle.

g. System should capture disciplinary information, such as date, type, duration, and documentation/notes in reportable fields.

Yes, supported.

h. System should provide for a linear approval process for discipline with multiple approval levels customizable by department/organization entity.

Yes, supported.



ADD DISCIPLINARY ACTION FOR BOB BROOKS

Disciplinary Action Date Description

1. What is the nature of the Disciplinary Action

2. Describe the behavior to be addressed

3. Is there a specific instance that is prompting this action
 Yes No

4. What was the date of that instance

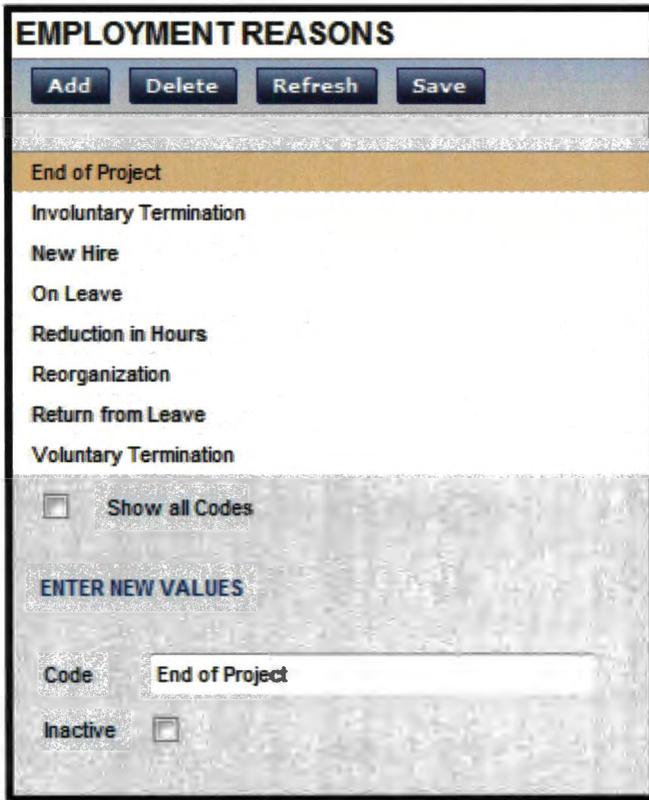


5. Separation Information

Describe, provide examples and show screenshots on how the proposed software integrates/supports the following information:

- a. Provide field to store reason for separation.

Yes, supported.



- b. System should allow for an unlimited number of codes for separation.

Yes, unlimited codes supported.

- c. Field for date notice received.

This can be a user defined field.



d. Field for last day physically worked.

This can be a user defined field or updated in the scheduled.

e. Field for date of official separation.

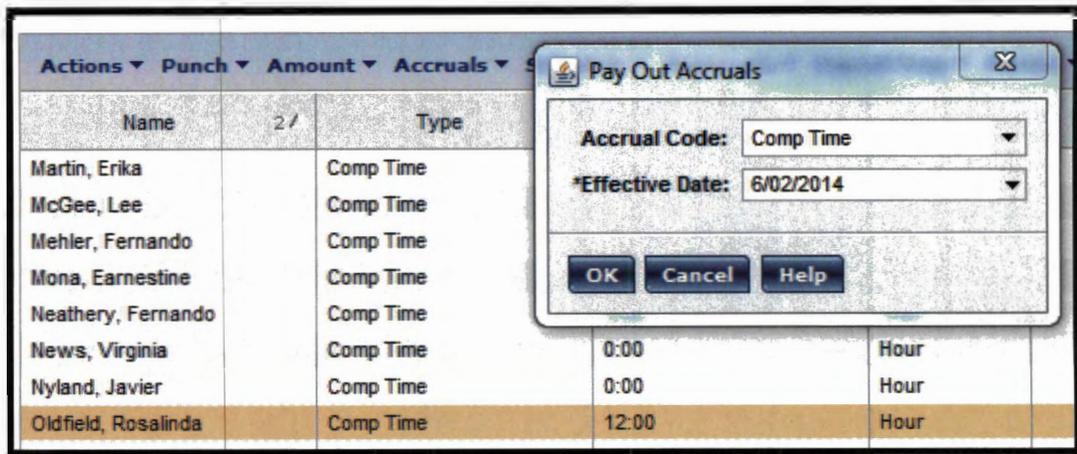
Termination Date would be the official separation.

f. Ability to designate eligibility for accrued leave payout based upon accrual totals.

Accrual totals for the separating employee can be viewed and paid out according to your rules.

g. Ability to identify if compensatory hours owed.

Compensatory hours are tracked for each individual. You may view the balance as of the termination date and payout the balance.



The screenshot shows a software interface with a table of employees and a dialog box titled "Pay Out Accruals".

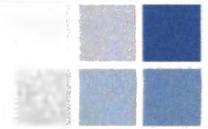
Name	2 /	Type		
Martin, Erika		Comp Time		
McGee, Lee		Comp Time		
Mehler, Fernando		Comp Time		
Mona, Earnestine		Comp Time		
Neathery, Fernando		Comp Time		
News, Virginia		Comp Time	0:00	Hour
Nyland, Javier		Comp Time	0:00	Hour
Oldfield, Rosalinda		Comp Time	12:00	Hour

The "Pay Out Accruals" dialog box contains the following fields and buttons:

- Accrual Code:
- *Effective Date:
- Buttons: OK, Cancel, Help

h. Ability to record forwarding address through both HRIS and employee self-service portal.

Yes, supported.



ADDRESS TYPES

Forwarding

Home

Office

Vacation

Show all Codes

ENTER NEW VALUES

Code

Inactive

- i. Field to specify insurance/COBRA election.
Yes, included.
- j. Ability to create an Access checklist (key, building/security badge, systems access, etc.).
Yes, supported.
- k. Ability to create a Property checklist (laptop, cell phones, etc.).
Yes, supported.
- l. Field to record layoff information (recall list, recall period, recall order, etc.).
Yes, supported.
- m. Field to designate eligibility for rehire.
Yes, included.

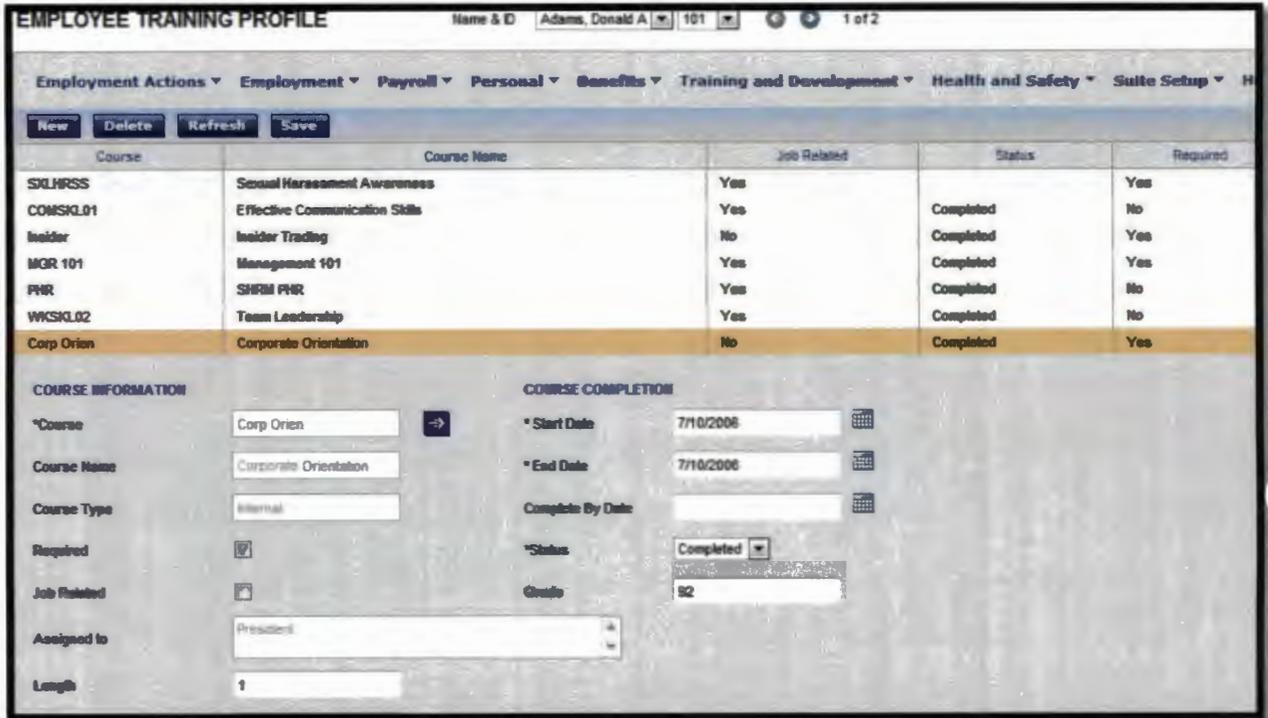


6. Employee Development & Training Administration

Describe how the proposed system integrates the following information:

- a. Track the type of training attended by category and specific class title as well as by date completed (i.e. mandatory, legal compliance, safety, management, etc.).

You can track training information and define required training by position and organization department.



EMPLOYEE TRAINING PROFILE Name & ID: Adams, Donald A. 101 1 of 2

Employment Actions ▾ Employment ▾ Payroll ▾ Personal ▾ Benefits ▾ Training and Development ▾ Health and Safety ▾ Suite Setup ▾ H

New Delete Refresh Save

Course	Course Name	Job Related	Status	Required
SKLHRSS	Sexual Harassment Awareness	Yes		Yes
CONSKL01	Effective Communication Skills	Yes	Completed	No
Insider	Insider Trading	No	Completed	Yes
MGR 101	Management 101	Yes	Completed	Yes
PHR	SHRM PHR	Yes	Completed	No
WCSKL02	Team Leadership	Yes	Completed	No
Corp Orien	Corporate Orientation	No	Completed	Yes

COURSE INFORMATION

*Course: Corp Orien →

Course Name: Corporate Orientation

Course Type: Internal

Required:

Job Related:

Assigned to: President

Length: 1

COURSE COMPLETION

* Start Date: 7/10/2006

* End Date: 7/10/2006

Complete By Date:

* Status: Completed

Grade: 92

- b. Track testing (pass/fail or score).
Yes, tracking grade included.
- c. Track certification requirements by job class and employee and flag and notify when certifications due to expire.
Yes, tracking CEUs included.
- d. System should provide for Skill set inventory by employee and/or job class.
Yes, skills tracking included.



- e. Ability to establish training calendar and class size.

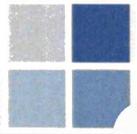
Training calendars and class size logistics not included. You can integrate with 3rd party Learning Management Systems.

- f. Ability for employee to self-schedule into training sessions online with supervisor approval.

Employees may select a training class from the list and request approval from their supervisor.

REQUEST FOR TRAINING

Course Code	TECH02
Course Name	Office 2000 Intro
Course Provider	Community College
Assigned To	
Required	No
Cost	<input type="text" value="250.00"/>
Request Status	Requested
Start Date	<input type="text"/> 
End Date	<input type="text"/> 
Complete By Date	<input type="text"/> 
Tuition Reimbursement	
Job Related	No
Comments	<input type="text"/>
Skills	

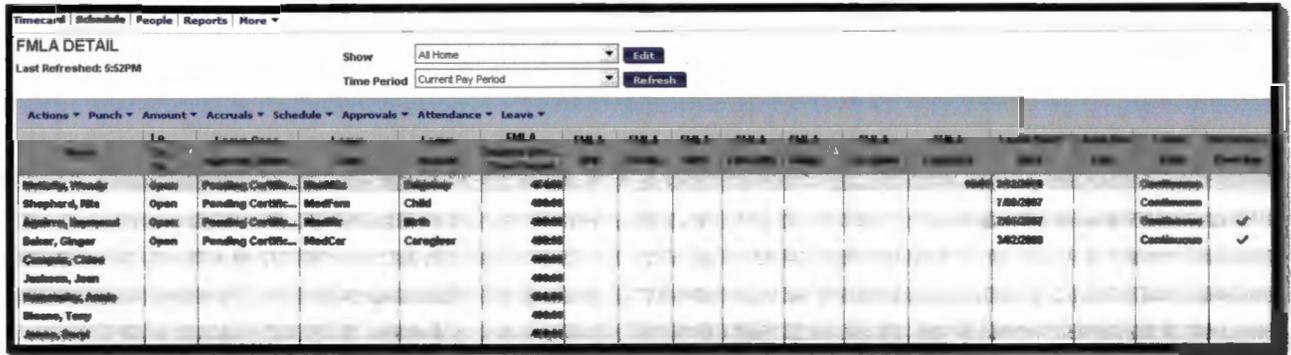


7. FMLA Tracking

Describe and show screenshots on how the proposed software integrates with the following information:

- a. Track employees with Active FMLA certifications.

Yes, supported. Here is a sample real time report:



Name	Leave Case Status	Leave Case Approval Status	Leave Code	Leave Reason	FMLA Balance End of Time Period	FMLA Hours Used In Time Period
Wentz, Woody	Open	Pending Certification	MedMat	Self	400.00	
Shepherd, Rita	Open	Pending Certification	MedFer	Child	400.00	
Aguiar, Raymond	Open	Pending Certification	MedSt	Birth	400.00	
Baker, Ginger	Open	Pending Certification	MedCar	Caregiver	400.00	
Castro, Celia					400.00	
Johnson, Joan					400.00	
Hopewell, Anne					400.00	
Moore, Tony					400.00	
Smith, David					400.00	

- b. Track of date of certifications as well as flag, and notify when certifications are about to expire.

Yes, supported.

- c. Document specific certification information.

Yes, supported.

- d. Track/report FMLA leave hours used/remaining and notify when close to exhausting.

Yes, supported. Eligibility is automatically verified when creating a new case.



Name	Leave Case Status	Leave Case Approval Status	Leave Code	Leave Reason	FMLA Balance End of Time Period	FMLA Hours Used In Time Period
Scheff, Donny	Open	Pending Certification	MedSif	Self	416.00	
Oldfield, Rosalinda	Open	Approved	MedSif	Self	400.00	
Craine, Melissa	Open	Pending Certification	MedSif	Self	0.00	
Scheff, Donny	Closed	Pending Certification	MedSif	Self	416.00	
Jones, Beryl					400.00	
Davis, Rodney					400.00	
Richie, Billy					400.00	



e. Ability to generate FMLA notices.

Yes, supported. Here are some sample email notifications:

Employees have Timecard Exceptions	• Admin@PresalesDemo.com
Potential FMLA Cases	• Admin@PresalesDemo.com
Employees have Timecard Exceptions	• Admin@PresalesDemo.com
Potential FMLA Cases	• Admin@PresalesDemo.com
New leave case request from Jones, Beryl	• bjones
New leave case request from Mona, Earnestine	• Admin@PresalesDemo.com
New leave case request from Mona, Earnestine	• Admin@PresalesDemo.com
New leave case request from Mona, Earnestine	• Admin@PresalesDemo.com
Babson, Mildred - WH380E Employee Certification Form is due in 3 day(s).	• allemployees
Schaff, Donny - WH380E Employee Recertification Form is due in 3 day(s).	• Admin@PresalesDemo.com
New leave case request from Mona, Earnestine	• Admin@PresalesDemo.com
Maynard, Doris - WH380E Employee Certification Form is due in 3 ...	• dmaynard

f. Ability for employee to complete online forms in self-service portal.

Yes, supported.

8. HRIS Report Capability

Describe and show screenshots on how the proposed software integrates with the following information:

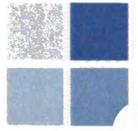
a. Ability to create real-time and point-in-time ad hoc reports and access standardized reports.

There are standard reports delivered in the system. Please refer to **Attachment 2 – HR Payroll Standard Report Listing** for a detailed list. These reports are presented in a crystal report viewer.

There is a query tool delivered in the system. The query allows users to access data views, select columns to include, add selection criteria, save and rerun the query. Results are presented in Microsoft Excel for formatting and additional manipulation.

b. All data in standard and/or customized fields within the various HRIS sub-modules should be kept historically along with all audit trails reflecting status changes (i.e. job class/title change, pay change, address change).

Yes, supported.



- c. All fields should be reportable.

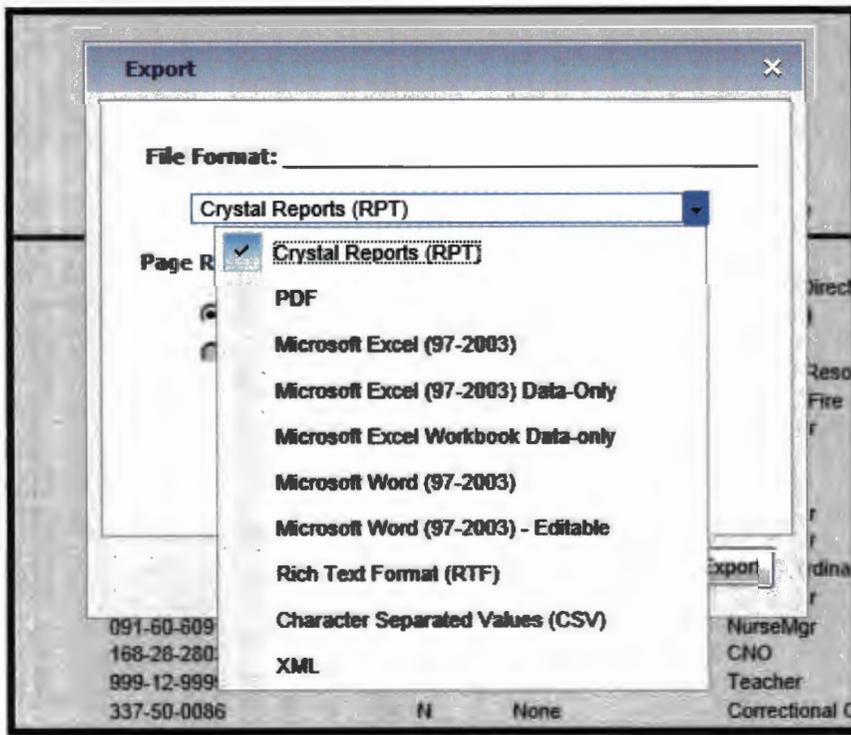
Yes, all fields are reportable.

- d. Changes to standardized reports should be savable and modifiable.

Yes, changes to standardized reports may be saved and added to the menu lists.

- e. All reports should be exportable to Excel or Access.

HR standard reports may be exported to a variety of formats:



- f. Standard reports such as FTE, turnover, org chart, etc.

Yes, please reference **Attachment 2 – HR Payroll Standard Report Listing**. Org charts are supported, but may require the use of a 3rd party tool like Microsoft Visio.



Time & Attendance Module

Time and Attendance Module must provide a centralized Time and Attendance system to record and track employee hours and work schedules of various departments throughout Sarpy County. The County currently employs over 600 various employees. Employees are required to fill out time cards on a bi-weekly basis. The process of gathering the data varies throughout the County.

The preferred system should make use of web technologies for reporting and administration to collect data from several different input sources which may include badge terminals, biometric system (hand scan or finger print) to capture and record sign-in and sign-out times at the physical locations, PC transactions but not to be limited to arrival and departure and telephone and smartphones with a reliable and secure means of collecting and recoding time and attendance. In addition the system should be able to easily and effectively integrate with the other modules identified within this RFP.

1. Time & Attendance – Functional Requirements

- a. System should provide flexible, real-time validation of reported information against policies.

The proposed solution will collect all information and do real-time validation against the configured policies.

- b. All calculations must be performed in real time directly in the core software as time and attendance data is entered. Performing calculations in interface programs is not an acceptable alternative.

All calculations are performed in real time and directly in the core of the software. There is no interface used for any calculations.

- c. The system must support both positive time entry and exception entry for salaried employees.

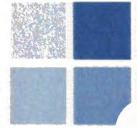
Both positive time entry and exception based entry is available within the proposed solution.

- d. The system should give clear and concise configurable error messages.

Configurable error messages are available within the system.

- e. Allow the user to respond to critical error messages.

Configurable error messages are available and can be set up with messages allowing for the user to respond to the error.



- f. **Provide within proposal what steps the employee will follow to log into the system, enter time, and perform other tasks.**

Steps will vary based on the employee type and the desired business process. A typical example for a positive pay employee would be to access the system login screen, input their username and password, and have the system bring up their timesheet screen. At this screen they will do their punch transaction or do a labor transaction if necessary. There will also be links right here to do any additional functions set up for the employee like view schedules, view accrual balances, or do time off requests.

An exception based employee will go through a similar process except that the timesheet view will be different. This view is typically pre-populated with their scheduled hours and they would just enter their exceptions.

- g. **System should provide a toolbar with graphical buttons to perform common functions such as print or save data.**

Toolbars are available where applicable within the system.

- h. **Utilize elevator bars for forms and pop-ups that cannot be displayed in entirety.**

Elevator bars are standard for forms or pop-up that cannot be displayed in entirety.

- i. **The system should include step-by-step demonstrations or training aides for all forms**

Training aids will be created or step-by-step workflows will be embedded to aid in completed tasks within the system.

- j. **The system will preferably have the ability to minimize and maximize windows.**

Windows can be minimized or maximized within the system.

- k. **The system should have a 'Print Screen' function.**

Printing is available throughout the system.

- l. **The proposed system must support payments both current and arrears.**

The proposed system will handle both current and payments in arrears.



2. Time & Attendance – User Interface

- a. **The user interface should be completely customized through software configuration.**

The user interface is configurable as needed. Different interface views will be configured for different user types displaying to the user the tasks/functions they need to access in the system.

- b. **Add or remove customer-specific fields including numeric, text, date, time, checkboxes, dropdown, or look up.**

Yes, user defined fields are available in the system.

- c. **Support separate client-defined interfaces for each employee group and by role**

Yes, supported.

- d. **The system should visually distinguish between fields that are required for data entry purposes and fields that are display only.**

The system has visual differences between read only and editable fields.

- e. **The system should provide the ability to search the online help for a specific topic.**

Help screens and search options are available within the system.

- f. **The system should provide a calendar pop-up for date fields.**

Calendar pop-ups are available for date fields.

- g. **The system should provide the ability to modify the system calendar for non-working days and holidays.**

Holiday and non-working days are configurable within the system.

- h. **The system should offer users hot key combination shortcuts for all actions such as record navigation, add, update, delete, new, next, previous, and close.**

Yes, supported.

- i. **Spell-checking features should be offered throughout the system.**

Since most fields in the system are not free form text, there is no need for a spell checker. Document templates used in the system are created using MS Word which has a spell checker.



- j. **The system should allow field titles on forms to be changed at the administrator level.**

Field titles can be changed throughout the system.

- k. **Warning and error messages must be highlighted in more than just color.**

Warning and error messages are configurable to be displayed in several different methods.

- l. **Device agnostic. Should work on various tablets and smart phones.**

The proposed solution has a mobile app that is available in the iTunes or Android market place and will work on any Apple or Android smartphone or tablet device.

3. Time & Attendance – Role Management

- a. **Describe the tools system administrators will use to support the application.**

Workforce Record Manager makes maintenance of your Workforce Central database faster, easier, and much more effective. Authorized users move data from one database to another by copying and purging it. Configuration data, such as employee profiles, work rules, pay codes, labor levels, Hyper-Find queries, and reports, is replaced in the target database with the new information. Transactional data, which is effective dated, such as employees' punches, schedules, accruals, timecard edits, and approvals, is added to the existing data in the target database. The system must allow client -defined fields to display on the time entry screen.

Workforce Integration Server (WIM) is the integration component of the Workforce Central® suite. WIM facilitates data sharing between Kronos applications and other systems, including HR management systems, payroll, and Enterprise Resource Planning systems. WIM uses industry standards to create interfaces for quick and reliable data transfer.

Kronos® Workforce Central® Process Manager provides software and templates that enable you to automate common business processes in the areas of Time and Labor, Scheduling, Human Resources, and more.

The Setup page displays the modules that can be configured in the system, such as access profiles, data integration, leave, process management, HR/Payroll, and pay policies. The available modules depend on the suite components that are installed.

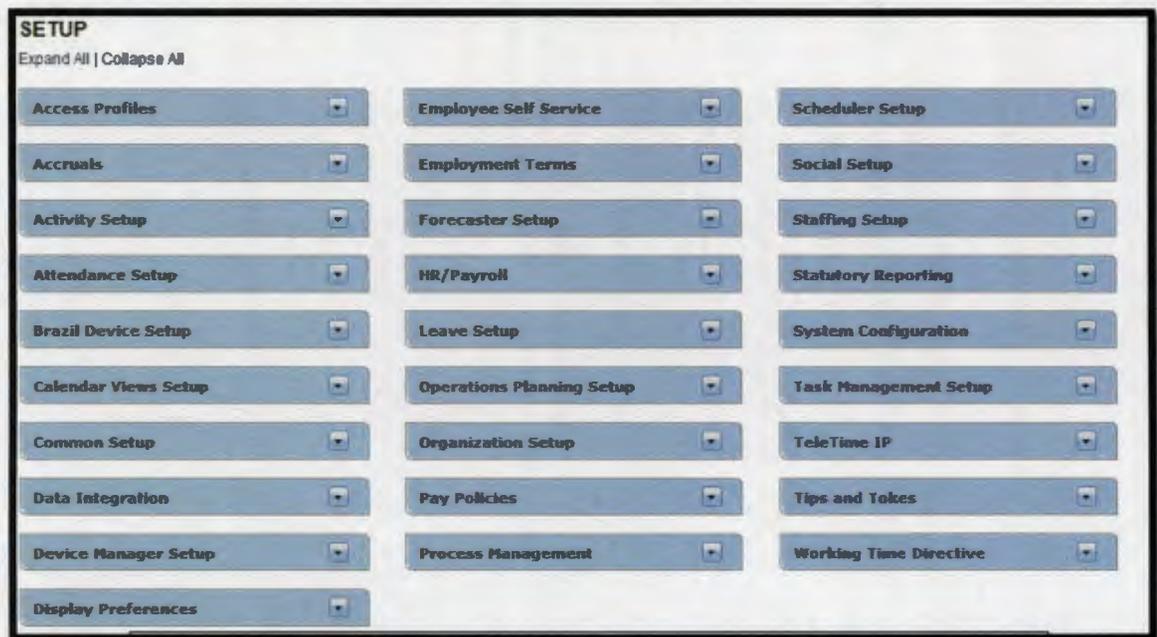
Each module listing contains links to setup functions. In some modules, the first required setup task is at the bottom of the list.

In the Setup page, you can:

- Click **Expand All** or **Collapse All** to control the module lists displayed.



- Expand or collapse individual modules.
- Click an option to open a list page. On this page, you can access add, edit, copy, and delete functions.
- For detailed information on using Setup, see the online Help for specific modules.



- b. Describe the system tools to allow the County to add new policies to the system.

Users with the given permissions will have full rights to the configuration screens and can add or modify policies as needed in the setup area.

- c. How does the County change existing data field characteristics, such as size and title, without affecting system functionality?

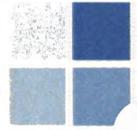
Changes can be made in the configuration screens in the setup area.

- d. What custom vendor programming is required to make the system customization features work?

Everything in the proposed solution is configurable.

- e. What custom vendor programming is required for County-specific pay rules that are not supported by the tables and parameters?

The proposed solution is highly configurable. If configuration cannot satisfy your requirements, then the utilities Workforce Integration Manager and/or Process Manager usually fill the gaps.



- f. **All customization features added by the County must automatically migrate to future vendor enhancements and new releases. Please explain how they are retained.**

The system is configured not customized. When a future release is implemented the configuration settings carry over.

- g. **There must be a method to automatically manage pay rule migration from a test instance to a production instance.**

Workforce Record Manager makes maintenance of your Workforce Central database faster, easier, and much more effective. Authorized users move data from one database to another by copying and purging it. Configuration data, such as employee profiles, work rules, pay codes, labor levels, Hyper-Find queries, and reports, is replaced in the target database with the new information. Transactional data, which is effective dated, such as employees' punches, schedules, accruals, timecard edits, and approvals, is added to the existing data in the target database.

- h. **The system must allow client-defined fields to display on the time entry screen.**

The time entry screen is configurable and will display the fields desired.

- i. **The system must allow business processes to be saved and reused as needed. An example of a business process is the set of steps required to complete a leave request.**

Step-through workflows can be configured in the system and be saved and reused as needed.

- j. **How are client-defined fields handled in reports and queries?**

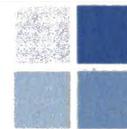
All fields are reportable. When building a report or query the user will select the desired fields which will include the client-defined fields.

- k. **Screen layouts and labels of the system must be readily configurable.**

Screen layouts and labels are configurable.

- l. **How many additional client-defined fields are available?**

Customers can define unlimited pay codes with the names you want. There are 10 user defined fields for timekeeper.



- m. **The system must support multiple sets of policies for each unique group of employees.**

The system has no limit to the number of policies that can be created and assigned to unique groups of employees.

- n. **The system must provide provisions for daily, weekly, hourly, and consecutive day overtime.**

Overtime rules are configurable. All of the above mentioned options are supported.

- o. **The system must accommodate unlimited overtime thresholds and categories.**

Yes, supported

- p. **The system must support time calculations based on times or shifts worked.**

Yes, supported

- q. **The system must support weekend and other differential rules.**

Yes, the system supports weekend and other differential rules.

- r. **The system must support multiple rates of pay with multiple job codes. How do you define multiple job codes?**

Yes. Workforce Timekeeper can support this through our “wage profile” functionality. In Workforce Timekeeper, employees can be linked to “wage profiles” that store multiple wages according to an employee’s jobs. An employee is assigned to one “home account” but they can specify transfers to different jobs and wage profiles through Kronos terminals or Workforce Employee which will breakout their hours according to the actual jobs/accounts that they worked.

- s. **The system must support hourly and salaried employees.**

The system will support both hourly and salaried employees.

- t. **The system must support multiple pay cycles, please list those types supported. Does the system have a defined migration path from one pay cycle to the next?**

Pay cycles are configurable within the system. The system already has all of the standard cycles like weekly, bi-weekly, semi-monthly, and monthly built in. Additional pay cycles can be configured as needed. The migration path from one pay cycle to the next is a configurable workflow based on your business process.



u. The system must be capable of meeting any calculation requirement.

The system has a robust rule engine that can handle any pay calculation requirement.

v. The system must be table and rule driven.

The system is table and rule driven.

w. The system must support any type of pay rule, regardless of the complexity of the calculation and without any custom programming, including stored procedures, or database modifications.

The system's robust rule engine can accommodate any complex pay calculation and is configurable not customized.

x. The system must provide for client-defined calculations or formulas to support policies the County has today or may have in the future.

The system rule engine allows for client-defined calculations and formulas.

y. The system must accommodate floating holidays and multiple calendars.

The system will support floating holiday and any calendar needed.

z. The system must support qualifying conditions to receive holidays.

The rule that determines when holiday pay is granted is a configurable option.

aa. The system must support pro-rata holiday and other pay types for part time employees.

All holiday and pay types are available.

bb. The system must round employee clock times to varying fractional values.

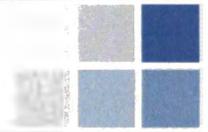
Rounding rules are configurable and defined in the system.

cc. The system must provide grace periods relative to start time.

Grace periods are configurable and defined in the system.

dd. The system must have the ability to automatically deduct time for unpaid meal periods for certain employees at the individual employee level.

Auto meal deductions will be configured and assigned to the appropriate employees.



- ee. The system must allow election of time clock functionality by department/unit, appointment type and/or individual employee level.

Time clock functionality is configurable and can be assigned to departments/units, appointment type, or individual employees.

4. Time & Attendance Module – Compliance

- a. The system must be able to manage both paid and unpaid time off concurrently. For instance, FMLA, sick, and other types of time off accruals should be decreased concurrently as appropriate and according to our policy.

Yes, supported.

- b. The system must be able to determine an employee's FMLA and any other leave eligibility in real time, provide policy enforcement, and case management workflow to process and manage absence requests. Describe your federal compliance update capability.

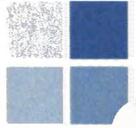
Yes, supported. Eligibility is calculated with the click of a button, real time shown in the picture below. The system then checks both paid and unpaid time available. Legislative updates are provided quarterly and are included with your maintenance fee.

Employee is eligible for the following Leave Type(s) as of Leave Start Date:

* Leave Balances as of 6/07/2014

Use in this Leave Case	Paid Leave Type	Committed Hours	Available Balance
<input checked="" type="checkbox"/>	Personal Leave	0:00	16:00
<input checked="" type="checkbox"/>	STD Leave	24:00	216:00
<input checked="" type="checkbox"/>	Sick Leave	40:00	40:00
<input checked="" type="checkbox"/>	Vacation Leave	0:00	120:00

Use in this Leave Case	Unpaid Leave Type	Committed Hours	Available Balance
<input checked="" type="checkbox"/>	FMLA Leave Self	64:00	416:00
<input checked="" type="checkbox"/>	State Leave Self	64:00	416:00



- c. **The system must support all of the year definition methods approved by the Department of Labor.**

Yes, supported.

- d. **The system shall track FMLA used and available.**

Yes, supported.

- e. **Describe your FMLA document management support and workflow.**

Once you enter the general case information, the system will present the documentation appropriate for the type of case entered. When it's presented you can choose to generate the documents with the employee information. Then you can track the status of the documents and send them to the employee.

- f. **The system should alert leave administrators when there is a potential FMLA qualifying absence (e.g. when three sick days in a row are taken by an employee).**

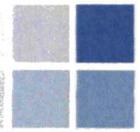
Yes, supported.

- g. **The system must include baseline configurations of all current FMLA and other leave policies. Such configurations must be easily modified to support our implementation of these policies.**

Yes, supported.

- h. **The system preferably will automatically generate all required letters and forms to support leave processes.**

Yes, supported.



DOCUMENT STATUS				
Leave Start Date 4/16/2014		Initial Leave Request Date 4/16/2014		
Leave End Date <None>				
Document Name	Original Due Date	Leave Document Status	Status Date	Extended Due Date
Fitness for Duty Form	Not yet defined	▼	<input type="text"/>	
WH380E Employee Certification Form	5/01/2014	Sent to Employee ▼	4/18/2014	
WH380E Employee Recertification Form	10/16/2014	Sent to Employee ▼	4/16/2014	
WH381 Rights and Responsibilities - Self		Sent to Employee ▼	4/18/2014	
WH382 Employee Designation Letter		Sent to Employee ▼	4/16/2014	

- i. The software must handle calculations for the Fair Labor Standards Act regular rate overtime.
Yes, supported.
- j. The regular rate FLSA calculations must be calculated in real-time and be visible to the employee, supervisor, and administrator at any point overtime is calculated.
Yes, supported.
- k. The system should provide the ability to calculate and load the adjusted regular rate for overtime or determine overtime premium pay amounts.
Yes, supported.
- l. Explain how a visually impaired person will access and utilize the system.
Kronos offers an optional employee self-service tool which is compatible with assistive reader technology. This tool is configured to be compatible with your supported assistive reader(s) and in conjunction with the desired use cases. We need additional discovery to determine what will be required.

5. Time & Attendance Module – Exceptions Handling

- a. The system must support the set-up of client-defined validation conditions.
Yes, supported.



- b. The system functionality for each condition must be configurable.

Yes, supported.

- c. The system must handle the set-up of client-defined messages used in e-mail notifications when certain conditions exist.

Yes, supported.

- d. The system must allow the County to build conditions to trigger exception messages or e-mail notifications.

Yes, supported.

- e. The system must support exceptions for exempt employees.

Yes, supported.

- f. The system must provide client-defined warning and error messages on timesheets based on County policy.

Yes, supported.

- g. The system should offer standard error and warning messages.

Yes, supported.

- h. The system must have the ability to flag timesheet conditions contrary to the rules so that supervisors cannot "rapidly process timesheets" without seeing potential errors requiring their attention.

Here is a timesheet view with exceptions highlighted in red:



TIMECARD						
Last Saved: 2:00PM		Name & ID		Oldfield, Rosalinda		1076
		Time Period		Current Pay Period		
Save	Actions	Punch	Amount	Accruals	Comment	Approvals
Overtime	Reports	Leave				
Date	Pay Code	Amount	In	Transfer	Out	
<input checked="" type="checkbox"/>	Mon 11/26					4:30PM
<input checked="" type="checkbox"/>	Tue 11/27		8:00AM			4:30PM
<input checked="" type="checkbox"/>	Wed 11/26		8:00AM			2:30PM
<input checked="" type="checkbox"/>	Thu 11/29		8:00AM			4:30PM
<input checked="" type="checkbox"/>	Fri 11/30		8:00AM			4:30PM
<input checked="" type="checkbox"/>	Sat 12/01					

6. Time & Attendance Module – Approvals

- a. How does your system ensure that supervisors see only the timesheets for employees they supervise?

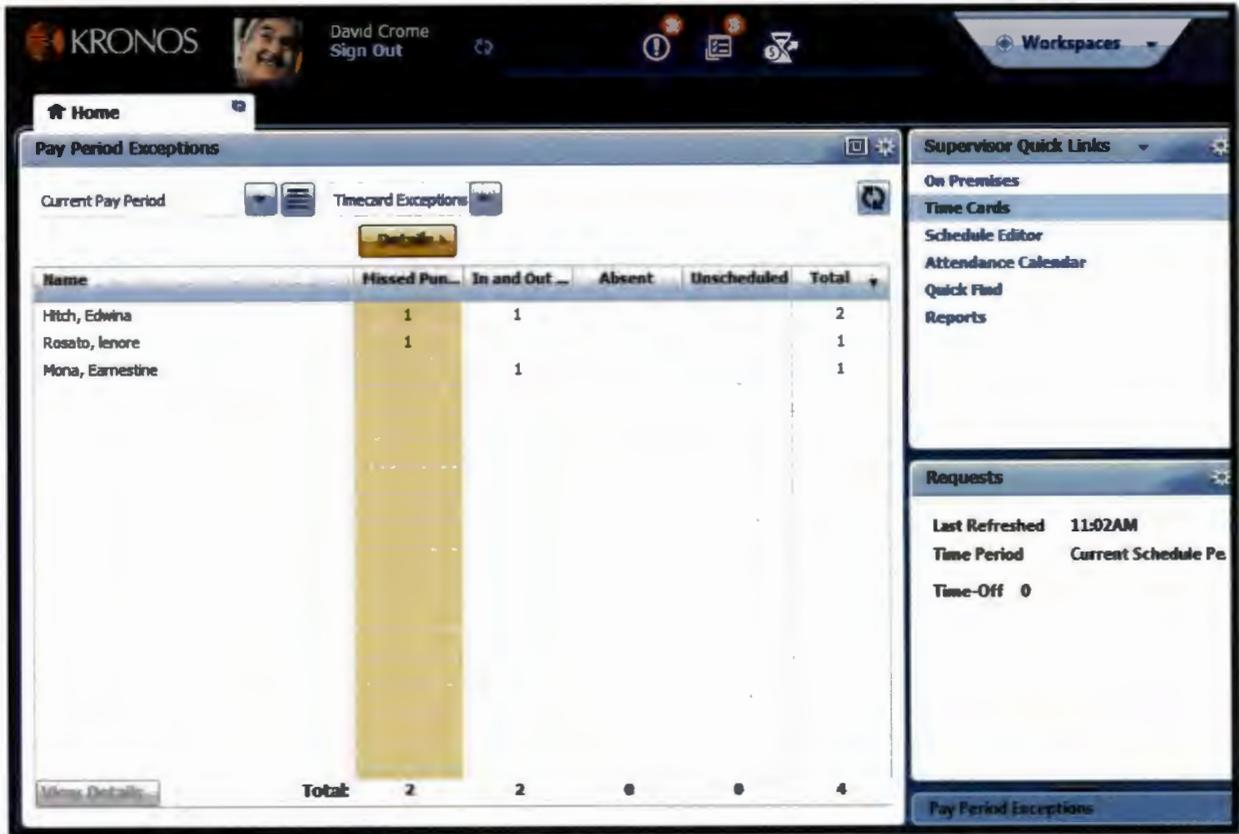
Security profiles are defined to ensure supervisors see only their employees.

- b. The system should be capable of sending reminders to employees to submit timesheets for approval or remind managers to approve timesheets.

Yes, supported.

- c. Provide supervisors with a user friendly review, sign-off process, the ability to input missed punches, planned vacations, sick time or other time off.

Yes, supported. Our navigator view is highly configurable and designed to help guide users to actions requiring their immediate attention. The drill-down alert icons at the top notify managers of these actions. Special feature “widgets” help managers perform daily functions such as resolving timecard exceptions. Here is a sample manager navigator view:



The screenshot displays the Kronos software interface. At the top, it shows the user's name 'David Crome' and a 'Sign Out' button. The main section is titled 'Pay Period Exceptions' and includes a 'Current Pay Period' dropdown and a 'Timecard Exceptions' button. Below this is a table with the following data:

Name	Missed Pun...	In and Out ...	Absent	Unscheduled	Total
Hitch, Edwina	1	1			2
Rosato, Lenore	1				1
Mona, Earnestine		1			1
Total	2	2	0	0	4

On the right side of the interface, there are 'Supervisor Quick Links' and 'Requests' sections. The 'Requests' section shows 'Last Refreshed' at 11:02AM, 'Time-Off' at 0, and 'Current Schedule Pe'.

d. The system should accommodate multiple approval levels, all with electronic signatures/ approval.

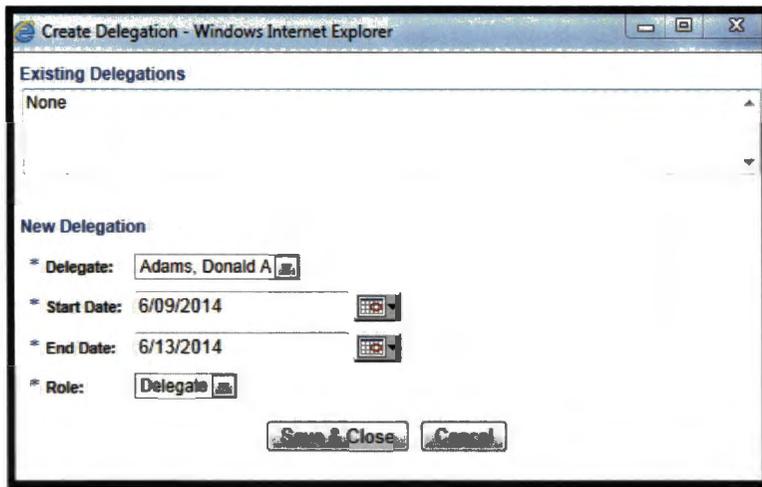
Yes, supported.

e. The system should accommodate supervisor approval by proxy.

Yes, supported. A manager may delegate authority during a temporary absence.

f. The system must provide supervisor proxy end date.

Yes, supported. A manager may delegate authority during a temporary absence.



- g. The system should return timesheets and notify by email.**

Timesheets don't move. Employees and managers can approve them. Notifications may be sent when there is a change to the timesheet.

- h. The system must have the capability to incorporate paper timesheet exceptions.**

The capabilities of Kronos Time and Attendance solutions should eliminate paper timesheet exceptions. Need a list of these to verify.

- i. If an employee or supervisor fails to act, describe how the system ensures the employee is paid correctly, and leave taken is recorded.**

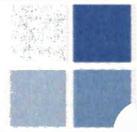
The solution will vary depending how the employee is paid. Hourly employees will have a missed punch(es) alerting supervisors and payroll that a possible absence occurred. Also, the system can automatically fill missed time with a paid time off pay code if that is your policy. Salaried employees typically update their timecards themselves.

- j. The system should allow for timesheet notations by supervisors.**

Yes, supported.

- k. Describe how the system allows entry of time information for absent employees and ensures employee authorizes time entry upon return from absence.**

Authorized users such as a supervisor, can update the employee timecard with a pay code update due to an absence. Employees can review and approve their timecards when they return.



7. Time & Attendance Module – Workflow, Notifications and Alerts

- a. The system shall notify specified recipients when certain events occur by email. Address how the system will provide these notices. Responses must address the requirement that some notices are mandatory, some are configurable by the end user to opt-in or opt-out, and the County also requires the ability to send back email notifications for multiple employees. Note that many of these notices are time-based escalations or reminder notifications for a given task or process.

The Workforce Central software has many user configurable options for setting up and communicating notifications and alerts. Notifications can be sent to any external SMTP mail system, there is an internal Kronos provided mail system (Kmail) and/or you can have alerts and notifications that are communicated via self-service. You define what and when notifications are sent, the intended recipients and any needed escalation paths.

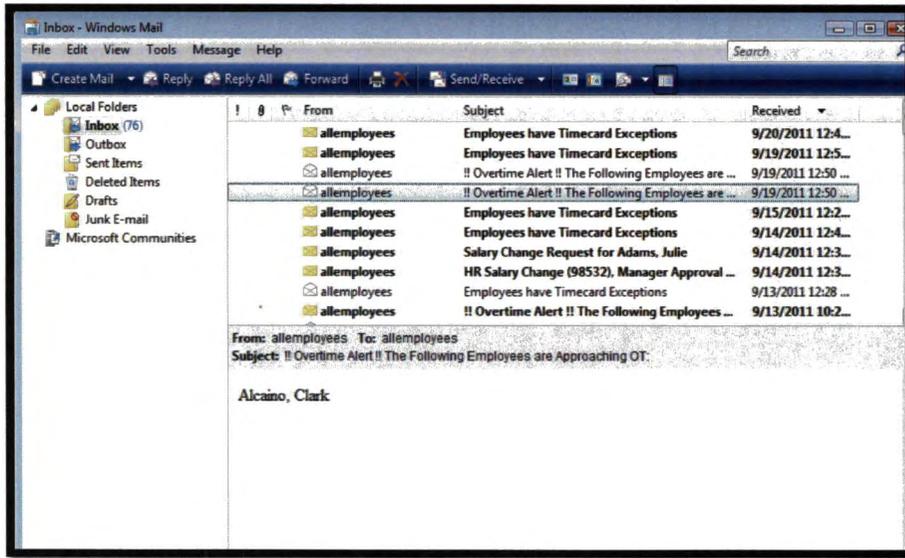
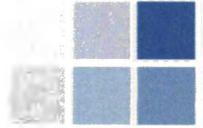
The notification creation process is built based on user designed rules. An opt in/out feature typically is tracked via self-service, where a user can denote preferences. If the user does not know the notification is being created, there is not a specific way to access an option choice within standard configuration. There are some features where there is an opt in/out option built within self-service, i.e. the choice to receive an earnings statement if you participate in direct deposit. If there are notifications that creations is dependent on a user's receipt preference entered via self-service, this would fall outside of standard configuration and we would welcome the opportunity to review the request as part of the statement of work process.

- b. The system must support client-defined condition based messaging.

Yes, supported.

- c. The system must support Microsoft Outlook.

Yes, supported.



- d. The system must be compatible with the County’s email systems and agonistically handle mobile phones.

Workforce Central supports any SMTP mail system. Apps have been written for the iPhone and android operating systems and are available for download from the app stores. You can try a demo with the app. Additional phone types can be supported but additional fees may apply.

- e. The system must include the most common workflow templates, including time off requests, scheduling requests, and overtime requests.

Yes, time off and overtime requests supported. Need more information on scheduling requests. These are supported in our advanced scheduling products which are not included in this proposal.

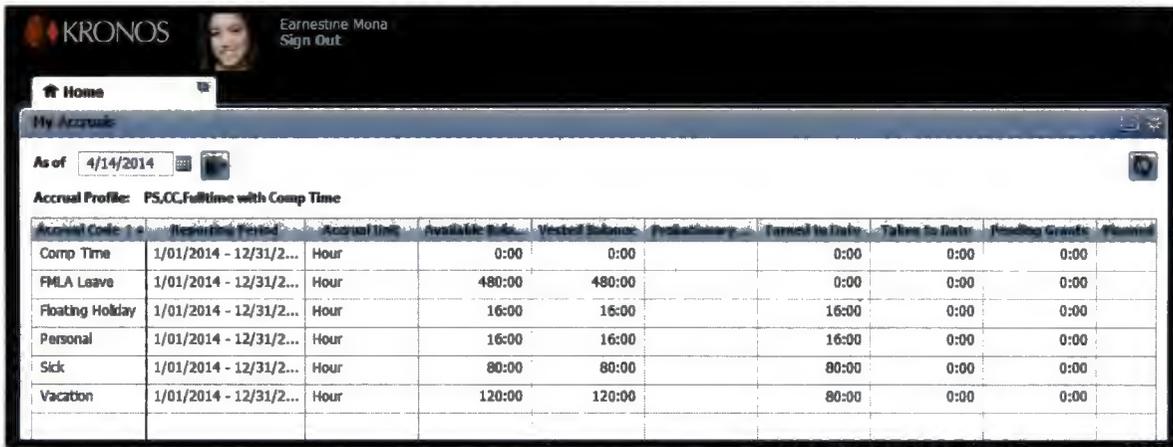
- f. The system must have the ability to send an electronic notification to employees if their time off request is approved or not approved.

Yes, supported.

8. Time & Attendance Module – Employee Self Service

- a. The system must permit employees to view leave balances online.

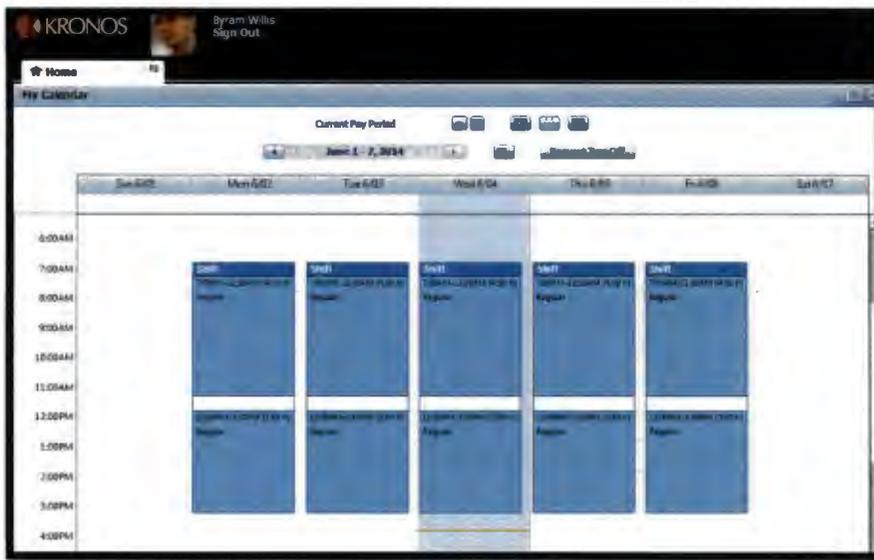
Yes, supported.

Accrual Code	Request Time Period	Accrual Unit	Available Balance	Vested Balance	Pro-Rata Balance	Turned In Date	Taken In Date	Request Grants	Planned
Comp Time	1/01/2014 - 12/31/2...	Hour	0:00	0:00		0:00	0:00	0:00	
FMLA Leave	1/01/2014 - 12/31/2...	Hour	480:00	480:00		0:00	0:00	0:00	
Floating Holiday	1/01/2014 - 12/31/2...	Hour	16:00	16:00		16:00	0:00	0:00	
Personal	1/01/2014 - 12/31/2...	Hour	16:00	16:00		16:00	0:00	0:00	
Sick	1/01/2014 - 12/31/2...	Hour	80:00	80:00		80:00	0:00	0:00	
Vacation	1/01/2014 - 12/31/2...	Hour	120:00	120:00		80:00	0:00	0:00	

b. The system must allow online view of work schedules.

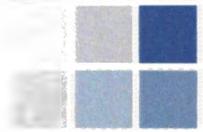
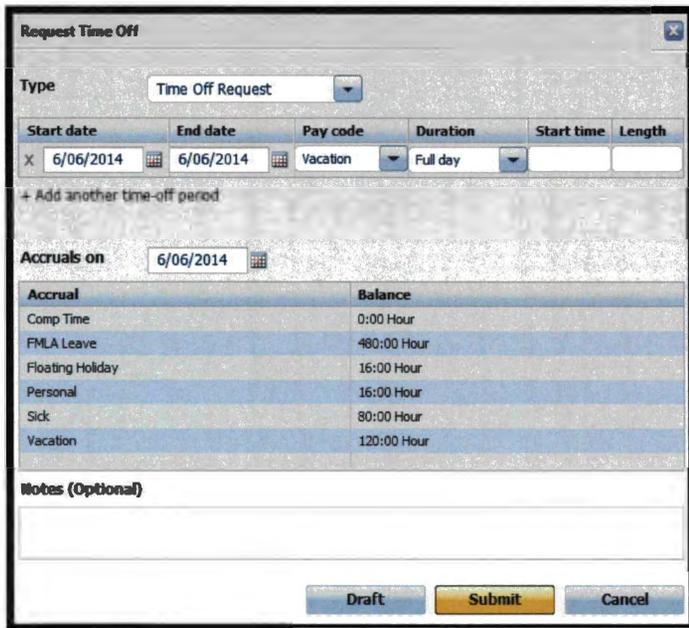
Yes, supported.



Time	Sun 6/01	Mon 6/02	Tue 6/03	Wed 6/04	Thu 6/05	Fri 6/06	Sat 6/07
6:00 AM							
7:00 AM							
8:00 AM							
9:00 AM							
10:00 AM							
11:00 AM							
12:00 PM							
1:00 PM							
2:00 PM							
3:00 PM							
4:00 PM							

c. The system will support time off requests and approvals/denials.

Yes, supported.

- d. The software must permit employees to request future time off within County-defined timelines.

Yes.

- e. Describe the workflow associated with an employee time off request.

Employee initiates time off. Accrual balances are validated to ensure the time is available immediately when the request is submitted. If it's available, the request is routed to the employee's supervisor. The supervisor receives an email alert and a Kronos alert when they log in letting him/her know there is a request. If the supervisor approves the request, it updates the timecard, schedule, and encumbers the accrual from future use. Whether approved or denied, the employee is notified by email and/or system alert that the request was approved.

- f. The system must validate time off requests in real time, with appropriate messaging to the requestor (request successfully submitted message, or explain where validation failed and next step). Describe your validation workflow.

Employee initiates time off. Accrual balances are validated to ensure the time is available immediately when the request is submitted.



Request Time Off

WTK-03285 This edit cannot be made.
 Personal balance on 6/18/2014 is 16:00 (overdrawn by 8:00). Maximum overdraw is 0:00.

Type: Time Off Request

Start date	End date	Pay code	Duration	Start time	Length
X 6/16/2014	6/20/2014	Personal	Full day		

+ Add another time-off request

Accruals on: 6/16/2014

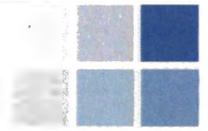
Accrual	Balance
Comp Time	0:00 Hour
FMLA Leave	480:00 Hour
Floating Holiday	16:00 Hour
Personal	16:00 Hour
Sick	80:00 Hour
Vacation	120:00 Hour

Notes (Optional)

Draft Submit Cancel

9. Time & Attendance Module – Accruals and Leave Management

- a. The system must support vacation/sick/floating holiday plans, donation of illness leave and compensatory time.
 Yes, supported.
- b. The system must have the capability to determine accrual amounts based on hours worked.
 Yes, supported.
- c. The system must support conversion of accruals for employee transfers.
 Yes, supported.



d. The system must support any type of accrual calculation.

Yes, The Kronos solution gives you the power to automate and standardize the application of complex policies related to nearly all forms of employee time off — including sick time, vacation time, personal time, “floating holidays,” and more. So you can enforce your rules consistently and fairly. Improve the accuracy and efficiency of your time-off processes. And boost the productivity of your employees and managers alike.

e. The system should support the transfer of hours between accrual banks.

Yes, supported.

f. The system must allow leave to be taken within the pay period in which it is accrued.

Yes, supported.

g. The system must be able to export leave balances to the HRIS and Payroll modules.

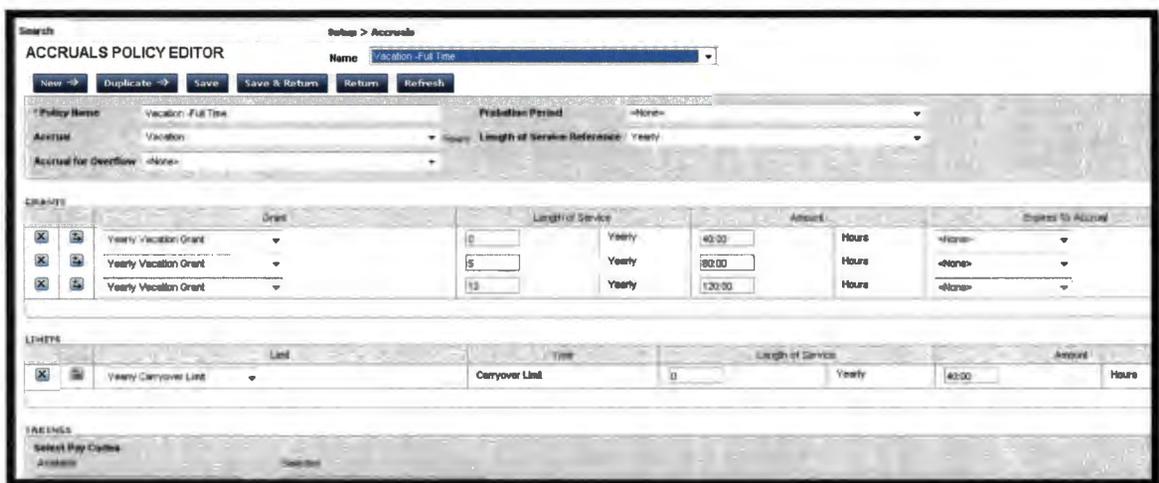
The Kronos Workforce Central Suite is an integrated solution in one single database. An export is not needed.

h. The system must support carry-over rules that can differ by type of leave.

Yes, supported.

i. The system must support probationary periods, within which leave balances are accrued but are not available for taking.

Yes, supported.



ACCRUALS POLICY EDITOR
 Name: Vacation-Full Time

Buttons: New, Duplicate, Save, Save & Return, Return, Refresh

Policy Name: Vacation-Full Time | Probation Period: <None>

Accrual: Vacation | Length of Service Reference: Yearly | Accrual for Overflow: <None>

GRANTS	Grant	Length of Service	Amount	Units	Expires to Accrual
<input checked="" type="checkbox"/>	Yearly Vacation Grant	0	40.00	Hours	<None>
<input checked="" type="checkbox"/>	Yearly Vacation Grant	5	80.00	Hours	<None>
<input checked="" type="checkbox"/>	Yearly Vacation Grant	10	120.00	Hours	<None>

LIMITS	Limit	Type	Length of Service	Amount	Units
<input checked="" type="checkbox"/>	Yearly Carryover Limit	Carryover Limit	0	40.00	Hours

TABLING: Select Pay Codes, Actions



- j. **The system must support manual adjustment of leave balances, with an audit trail of such adjustments.**

Yes, supported.

- k. **The system must support the import of leave balances from HRIS Payroll modules to establish initial balances.**

Yes, you can import balances at startup.

- l. **The system must support leave accruals and taking rules that automatically adjust according to policy (e.g. as an employee's tenure increases, the leave accrual should automatically increase according to policy.)**

Yes, supported.

- m. **The system must support leave balance caps at a defined level.**

Yes, supported.

- n. **The system must allow for assigning different leave policies to different employee groups or types.**

Yes, supported.

- o. **The system must allow for the requesting employee and the approving manager to record comments associated with the leave request.**

Yes, comments are supported in the leave request.

- p. **The system must keep and easily report an audit trail of all leave requests, denials, approvals, or manual entries.**

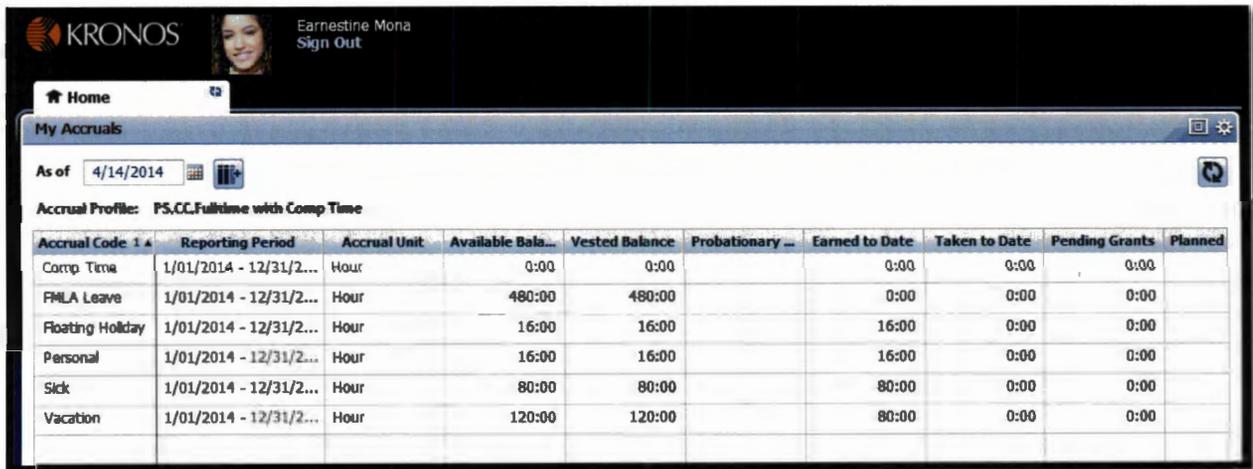
Yes, supported.

- q. **The system must mark an employee unavailable for the open shifts on the day for which the leave is approved.**

Yes, when the leave is approved the system automatically updates the timecard and the schedule.



- r. The system must have the ability to report employee leave liabilities, by individual, and by department.
Yes, supported.
- s. The system should permit in-mass and/or removal of leave balances based on County defined employee groups.
Yes, supported.
- t. The system must have the ability at the end of an employee's pay period to look at comp time earned and separate it between the FLSA Comp and Non-FLSA Comp leave codes, based on hours worked in the employee's work schedule and County policy. (Roughly speaking, FLSA comp is hours worked over 40 in a week; non-FLSA comp is hours worked over 8 in a day.) Hours in each leave code are fed to the HR and Payroll modules.
Yes, supported.
- u. The system will accumulate tardy occurrences for review by manager.
Yes, supported.
- v. The system will track any attendance conditions.
Yes, supported.
- w. The system will notify managers or HR when user-defined thresholds on conditions are exceeded.
Yes, supported.
- x. The system should allow for date specific supervisor notes by employee.
Yes, supervisors may add comments to specific days and punches in the timecard.
- y. The system should track attendance events such as tardy, out early, or absent.
Yes, supported. Schedule exceptions may be configured by group and trigger alerts and notifications.
- z. The system should have the ability to provide point-in-time reports on balances for specific date ranges by employee, employee group, or organization-wide.
Yes, supported. Use the "As of" date, to check balances in the future:

Accrual Code	Reporting Period	Accrual Unit	Available Balance	Vested Balance	Probationary ...	Earned to Date	Taken to Date	Pending Grants	Planned
Comp Time	1/01/2014 - 12/31/2014	Hour	0:00	0:00		0:00	0:00	0:00	
FMLA Leave	1/01/2014 - 12/31/2014	Hour	480:00	480:00		0:00	0:00	0:00	
Floating Holiday	1/01/2014 - 12/31/2014	Hour	16:00	16:00		16:00	0:00	0:00	
Personal	1/01/2014 - 12/31/2014	Hour	16:00	16:00		16:00	0:00	0:00	
Sick	1/01/2014 - 12/31/2014	Hour	80:00	80:00		80:00	0:00	0:00	
Vacation	1/01/2014 - 12/31/2014	Hour	120:00	120:00		80:00	0:00	0:00	

10. Time & Attendance Module – Activity Based Costing

- a. The system must be capable of tracking projects, tasks, work orders, departments, activities, reason codes, etc.

Kronos® Workforce Activities™ gives you the automated tools you need to reconcile all your paid time to labor. With complete, real-time visibility into how your operations perform against productivity goals and benchmarks, you gain the power to make truly effective, knowledge-based decisions. With the right information at your fingertips, you can take action before your bottom line is at risk.

- b. Is there a limit to the number of labor distribution fields?

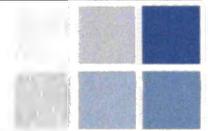
There are seven labor distribution fields available in timekeeping, and an additional four fields provided by the Activities module.

- c. What are the labor distribution field length limitations?

Labor distribution fields can accommodate from 1 to 50 characters in length.

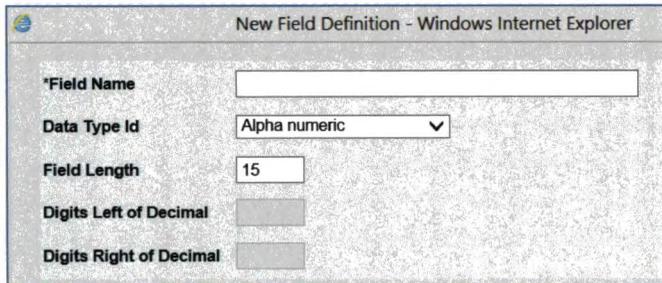
- d. The system must support hierarchical relationships between fields. How many levels are supported?

Labor accounts and Activity accounts both support hierarchical relationships.



- e. Defaults and restrictions placed on fields should be enforced by the system.

Activity fields are user definable, and data entry will follow defaults and restrictions.

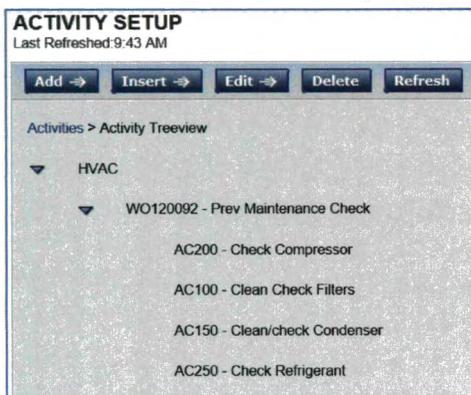


Supported data types:

- Alpha numeric
- Alpha numeric with slash
- Date
- Floating decimal
- Numeric
- Time

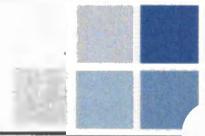
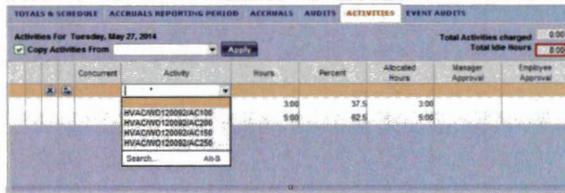
- f. The system should allow supervisors to assign task codes to employees to ease time entry and ensure time is charged to the correct tasks.

Work orders may contain as many tasks as needed. Time can be charged to any task, or task order can be enforced. Steps must be completed before moving to the next task.



- g. The system should allow each user to maintain lists of frequently used task codes.

The application will maintain a favorites list for each user.

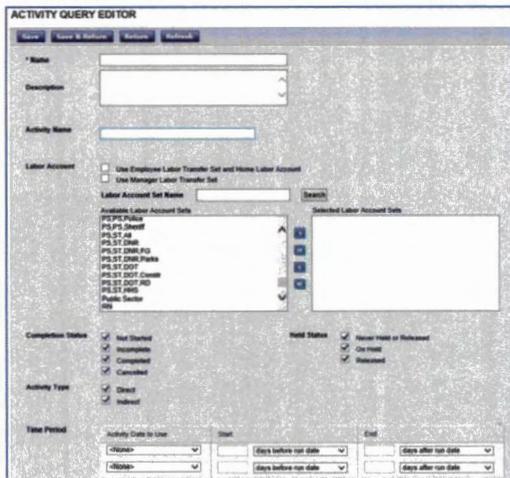
Comment	Activity	Hours	Percent	Allocated Hours	Manager Approval	Employee Approval
	HVACW0120082AC100	3.00	37.5	3.00		
	HVACW0120082AC200	5.00	62.5	5.00		
	HVACW0120082AC150					
	HVACW0120082AC250					

- h. The system should allow searches by code or description.

Activities supports wildcard searches. Use of “?” as a place holder and “*” as a wildcard are fully supported.

- i. The system should allow for the creation of customizable search screens.

Activity queries can be created and assigned to users for customizable searches.



- j. The system should allow the importation of data from external sources including Excel or Access.

Workforce Central is delivered with over 600 public APIs for importing or exporting data. Workforce Integration Manager can read data from Excel and Access and ETL the data to the application.

- k. The system must support validation of labor distribution done against an external validation routine at the time of time entry (a stored procedure on the database server).

Labor distribution tables are maintained with the Kronos application. Validation is done against the Kronos tables at the time of entry. Synchronization of the tables between Kronos and external systems can be an automated process.



I. System must support various County budget codes and department numbers

Labor account entries and Activity entries may contain user codes and numbers. Field lengths are from 1 to 50 characters.

11. Time & Attendance Module – Multiple Assignments

- a. The system must support employees working in multiple jobs or departments during the course of a pay cycle.

Yes, supported.

- b. The system must support an employee working in one job with multiple assignments with different supervisors, pay rates, and labor distributions. The job is defined in the HR and Payroll modules; however the assignments within the job are not.

Yes, supported.

- c. The application of different pay rules for each job or department must be supported.

Work rules can be assigned to a labor account during a transfer.

Unit Account	Authorized	Workrule
130122011-Annex/Scrubber	✓	Flex
130122211-Commons/Hostess	✓	ESP
130122411-Engineer/WorkStudy	✓	Training

- d. The system should maintain separate timesheets for each job or department. How are they maintained so that each supervisor sees only the time worked in their department? How does it split overtime hours amongst departments?

Managers are shown the complete timesheet for the employee. The time they are responsible for is in bold. The other entries are grayed out. This provides the manager with a complete picture of where the employee is working, and what is affecting overtime. Overtime can be applied according to the organizations rules. Some examples are: chronologically, split by percentage, to a non-home department.



TIMECARD
Loaded: 10:22AM

Name & ID:
Time Period:

Actions | Punch | Amount | Accruals | Comment | Approvals | Reports | Leave

	Date	Pay Code	Amount	In	Transfer	Out
<input checked="" type="checkbox"/>	Sun 6/01					
<input checked="" type="checkbox"/>	Mon 6/02			11:00AM	:1301/2321/-/Commons/Hostess	1:00PM
<input checked="" type="checkbox"/>	Mon 6/02			3:00PM	:1301/2341/-/Engineer/WorkStudy	6:00PM
<input checked="" type="checkbox"/>	Tue 6/03			3:00PM	:1301/2341/-/Engineer/WorkStudy	6:00PM
<input checked="" type="checkbox"/>	Wed 6/04			11:00AM	:1301/2321/-/Commons/Hostess	1:00PM
<input checked="" type="checkbox"/>	Wed 6/04			3:00PM	:1301/2341/-/Engineer/WorkStudy	6:00PM

e. How is each timesheet approved and routed to Payroll?

Managers can approve the timesheets for the accounts that apply to them. Payroll is alerted to timesheets and accounts that have been or not been approved.

TIME CARDS
Last Refreshed: 10:25AM

Show: Time Period:

Actions | Punch | Amount | Approvals

Employee	Transfer	Approved	Production	Work	Home	Transfer	Approvals	Approved	Home
Aarons, Malory A		00	00	00	00	00			00

f. The system must support jobs starting in the middle of a pay period.

Jobs and labor transfers can occur at any time. There are no pay period constraints.

g. How are new hires entered into the system?

New hire information can be imported, entered in manually, or fully completed after the employee has entered in partial information from self-service through the new hire process.

h. How does the County permit a new hire to clock in and out even if they have not yet been entered into the HR module?

Issue the new hire a badge. The InTouch terminal will collect the clocking information, and pass it the Workforce Timekeeper. Once the employee is in the database, the application will associate the badge number with the employee, and process the punches.

i. Who can enter new hires in the software? What effect does this have when the County eventually loads the new hire into the HR module?

With appropriate authority, a manager can enter new hires into the application. All information entered will be updated with the load from HR.



- j. What date field does the system normally receive from the HR and Payroll modules in order to create a new hire record?

Kronos Workforce HR is fully integrated with Workforce Timekeeper in the Workforce Central suite. All required fields are entered in HR, and are immediately available in Timekeeper.

12. Time & Attendance – Scheduling

- a. Able to define an unlimited number of standard schedules.

Yes, supported.

- b. Ability to schedule employees down to the last minute.

Yes, supported.

- c. Able to schedule specifics such as projects, departments, or activities.

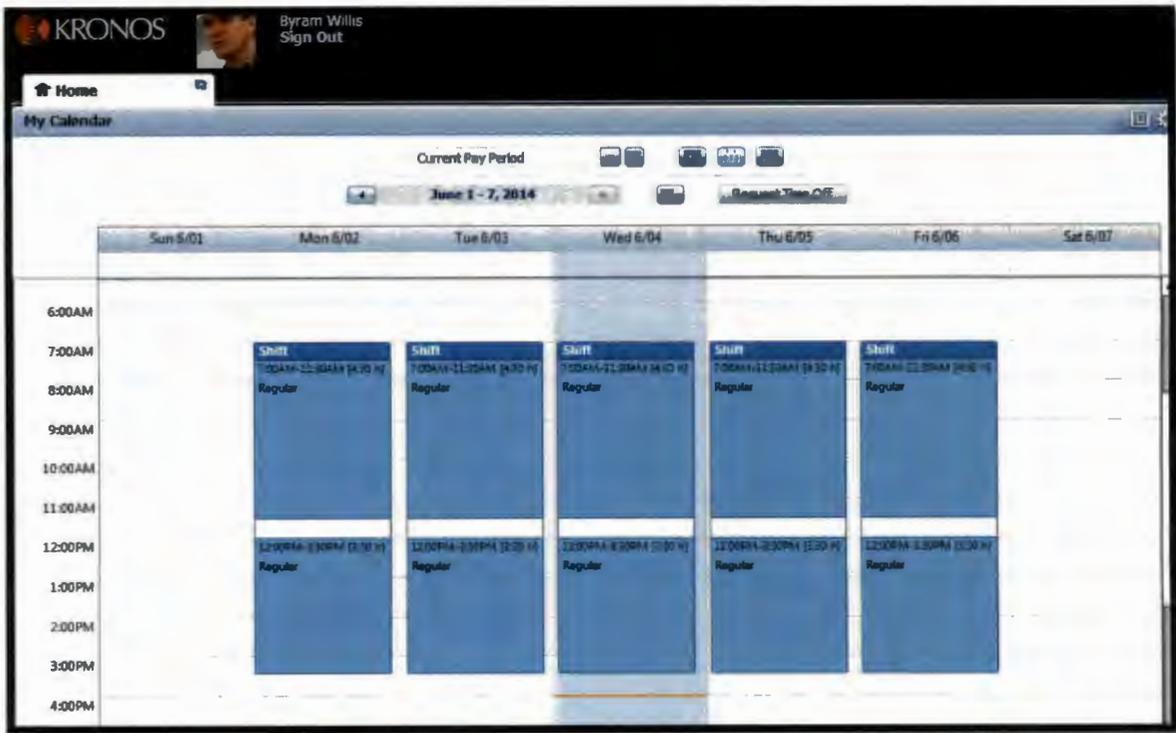
Yes, supported.

- d. Rotate employees through one or more schedules.

Yes, supported.

- e. Allow employees to see schedules online as permitted.

Yes, supported. Here is a sample employee view of their schedule:

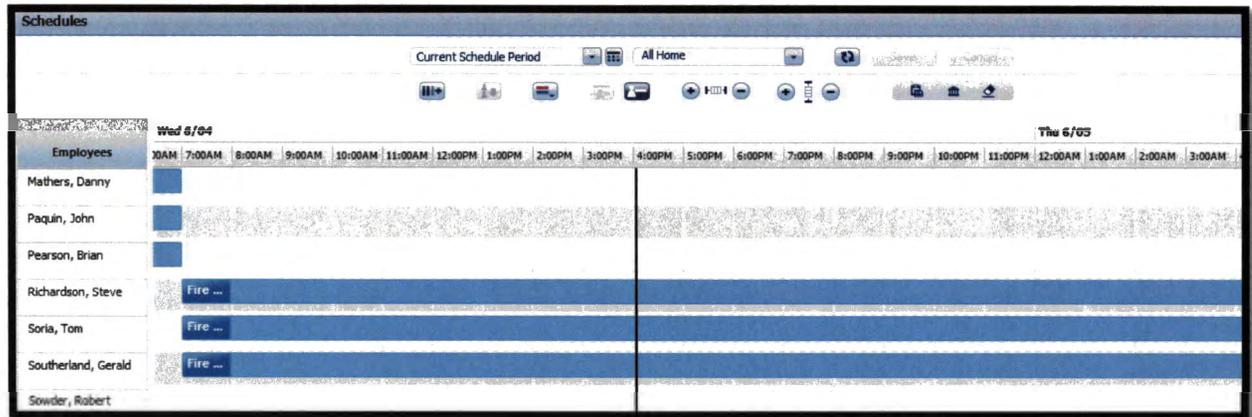


- f. Allow managers or administrators the ability to manipulate schedules for groups of employees.
Yes, supported.

- g. Allow supervisors to quickly add or change an entire crew's schedule online in real time.
Yes, supported.

- h. Accommodate multiple alternative work schedules.
Yes, Workforce Timekeeper can accommodate unlimited shift and pattern templates.

- i. Ability to schedule shifts that cross multiple days (e.g. start at 6:00 p.m. on day one and complete at 2:00 a.m. on day two).
Yes, supported. Here is a view of some fire schedules crossing the day divide:

Employees	Wed 6/04														Thu 6/05						
	7:00AM	8:00AM	9:00AM	10:00AM	11:00AM	12:00PM	1:00PM	2:00PM	3:00PM	4:00PM	5:00PM	6:00PM	7:00PM	8:00PM	9:00PM	10:00PM	11:00PM	12:00AM	1:00AM	2:00AM	3:00AM
Mathers, Danny	█																				
Paquin, John	█																				
Pearson, Brian	█																				
Richardson, Steve																					
Soria, Tom																					
Southerland, Gerald																					
Sowder, Robert																					

- j. **Provide the ability to create and view schedules in the future.**
Yes, supported.

- k. **Permit centralized scheduling, decentralized scheduling, or by location scheduling based upon County requirements.**
Yes, supported.

- l. **Allow for schedule creation for multiple locations using different business rules at those locations.**
You may create schedules for multiple locations for any length of time by individuals or groups. This basic scheduling is included.

Automated scheduling based on rules, skills, locations, and more is supported by our advanced scheduling solutions, Workforce TeleStaff and Workforce Scheduler, which are beyond the scope of this project. If interested we are happy to provide more information regarding these industry leading technologies.

- m. **Scalable to handle the addition of new locations.**
Yes, supported.

- n. **Accommodate multiple concurrent users.**
Yes, supported.

- o. **Highly configurable based upon client-defined rules.**
Yes, supported. Kronos is a highly configurable software solution.



p. Ability to modify client-defined rules minimizing vendor intervention.

Yes, you may control your setup and rule definition.

q. Allow schedulers to override a user defined rule.

Yes, schedulers with the correct authority can override default schedules.

r. Provide role-based security, allowing appropriate and limited user access to the application's functions and data.

Yes, supported. Role-based security is supported with a variety of profiles that manage what the user can do and see.

s. Automatically accept data from and export data to the HR and Payroll modules

The Workforce Central Suite is an integrated solution in one central database.

t. Ability to define schedules with varying lengths (e.g. 4 hours per day, 8 hours per day).

Yes, you may define schedule with varying lengths and patterns (weeks, days, months).

u. Permit establishment of jobs with variable start and end times.

Yes, supported.

v. Differentiate between part time and full time employees and should also differentiate between salaried, hourly and employees paid differently such as per diem

Yes, supported.

w. Manage and/or limit hours worked for all employees.

Yes, supported. You'll have real time access to see how many hours employees are working and proactively avoid unwanted overtime and ACA violations.



TIME CARDS										
Last Refreshed: 1:53PM		Show		All Home		Edit				
		Time Period		Current Pay Period		Refresh				
Actions ▾ Punch ▾ Amount ▾ Accruals ▾ Schedule ▾ Approvals ▾ Payroll Prep ▾ Person ▾ Attendance ▾ Leave ▾										
Person Name 1/	Float In	Expected PP Hours	All Hours	Productive Hours	Non-Prod Hours	Regular	Evening	Night	Weekend	Overtime
Aarons, Mallory A		0:00								
Abbott, Antoinette		0:00	80:00	80:00		80:00				
Ables, Erik		0:00	80:00	80:00		80:00				
Acklin, Tabetha		80:00	80:00	80:00		80:00				
Adams, Donald A		80:00								
Adams, Julie		80:00								
Agg, Davie		80:00	72:00	72:00		48:00			24:00	
Aguirre, Raymond		80:00	40:00	40:00		40:00				
Alba, Jose		0:00	96:00	96:00		68:00				28:00
Alcaino, Clark		40:00								
Ammons, Marnie		80:00	72:00	72:00		48:00			24:00	
Anderson, James		40:00	40:00	40:00		33:00			7:00	
Arbour, Nelson		0:00	40:00	40:00		40:00				
Arick, Michael		80:00	40:00	40:00		40:00				
Arocho, Kelly		0:00	75:00	75:00		75:00				
Asselin, Avis		48:00								
Atencio, Alex		0:00								

- x. **Ability to prohibit employees from using leave before it is earned**
Yes, employees cannot request leave they haven't earned. The system generates an error.

- y. **Indicate if a leave type is allowed to maintain a negative balance. Allow a negative balance override for an individual or group by supervisor**
You may allow a negative balance for a leave type.

- z. **Maintain an optional docking order by group to be used when a leave type balance is insufficient to cover the amount taken (i.e. if the employee's sick leave balance is zero, take from vacation). Allow overrides at an individual or group level.**
Yes, supported with the correct authority.

- aa. **Provides the option to enter time for FLSA overtime exempt employees on an exception basis, with exception data entry for leave use; for example, vacation, holiday and sick hours, etc.**
Yes, supported.



bb. Allow for real time schedule changes for call-ins (sick, no shows, etc.).

Yes, supported.

cc. Highlight open shifts that require coverage.

Highlighting open shifts is supported by our advanced scheduling solutions, Workforce TeleStaff and Workforce Scheduler, which are not included in this scope of work.

dd. Handle employee requests for preferred days off and/or preferred work hours.

Tracking preferred days off and/or preferred work hours is supported by our advanced scheduling solutions, Workforce TeleStaff and Workforce Scheduler, which are not included in this scope of work.

ee. Able to rotate employees through one or more schedules.

Yes, supported.

ff. Permit ad hoc changes to the schedule, including vacation or other time off.

Yes, supported.

gg. Handle future (approved) time off requests automatically.

Yes, supported.

hh. Automatically apply schedule quality rules, such as minimums and maximums per employee, per day, per period.

Applying rules is supported by our advanced scheduling solutions, Workforce TeleStaff and Workforce Scheduler, which are not included in this scope of work.

ii. Provide the ability to accommodate unlimited schedule changes and adjustments on demand.

Yes, supported.

jj. Ability to create schedule patterns that can repeat at any user defined interval, and can allow for a variable schedule.

Yes, supported.



kk. Permit employees to view current schedules on line.

Yes, supported.

ll. Permit employees to request time off through the scheduling application and provide a method to notify employees of time-off request decisions.

Yes, supported.

mm. Permit employees to generate job assignment swap requests through the application, subject to defined rules.

Swap requests are supported by our advanced scheduling solutions, Workforce TeleStaff and Workforce Scheduler, which are not included in this scope of work.

nn. Allow employees to participate in volunteering for overtime assignments, shift/job bidding or vacation bidding, if provided by the County.

Volunteering for shifts and vacation bidding is supported by our advanced scheduling solutions, Workforce TeleStaff and Workforce Scheduler, which are not included in this scope of work.

oo. Produce dynamic management reports, including absence, budget and daily/weekly calendars.

Yes, supported.

13. Time & Attendance – Prior Period & Retroactive Adjustments

a. Permit employees, managers or Payroll Administrators to make corrections to prior period timesheets that have already been closed and paid.

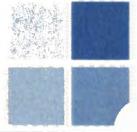
Yes, supported with Historical Edits.

b. Track the original and amended timesheets along with viewing them without using an audit report requiring employee approval on adjustments.

Yes, supported with Historical Edits.

c. Automatically reprocess the amended timesheet and all future timesheets when the change is made.

Yes, supported with Historical Edits.



- d. When prior periods are recalculated, the system should automatically apply all pay rules, including FLSA and adjust all accrual balances, and automatically report and calculate pay due.

Yes, supported with Historical Edits.

- e. Permit the reprocessing of prior periods for benefit purposes.

Yes, supported.

- f. Allow employees or supervisors to amend timesheets within client-defined rules.

Yes, supported.

- g. Automatically reprocess timesheets to correct for changes to policies, or retroactive rate increases.

Yes, supported.

- h. Automatically reprocess amended timesheets to correct for any incidental changes.

Yes, supported.

- i. Report any overpayments resulting from timesheet revisions.

If you need to perform a historical edit, it creates an audit trail in the timecard for you to see the impact.

14. Time & Attendance – Reporting

- a. Along with the standard reporting requirements the system shall have the ability to generate the following reports without intervention of the vendor: termination and payouts separate from hours worked broken down by category.

Yes, supported.

Name	Type	Amount	Accruals
Martin, Erika	Comp Time		
McGee, Lee	Comp Time		
Mehler, Fernando	Comp Time		
Mona, Earnestine	Comp Time		
Neathery, Fernando	Comp Time		
News, Virginia	Comp Time	0:00	Hour
Nyland, Javier	Comp Time	0:00	Hour
Oldfield, Rosalinda	Comp Time	12:00	Hour

Pay Out Accruals

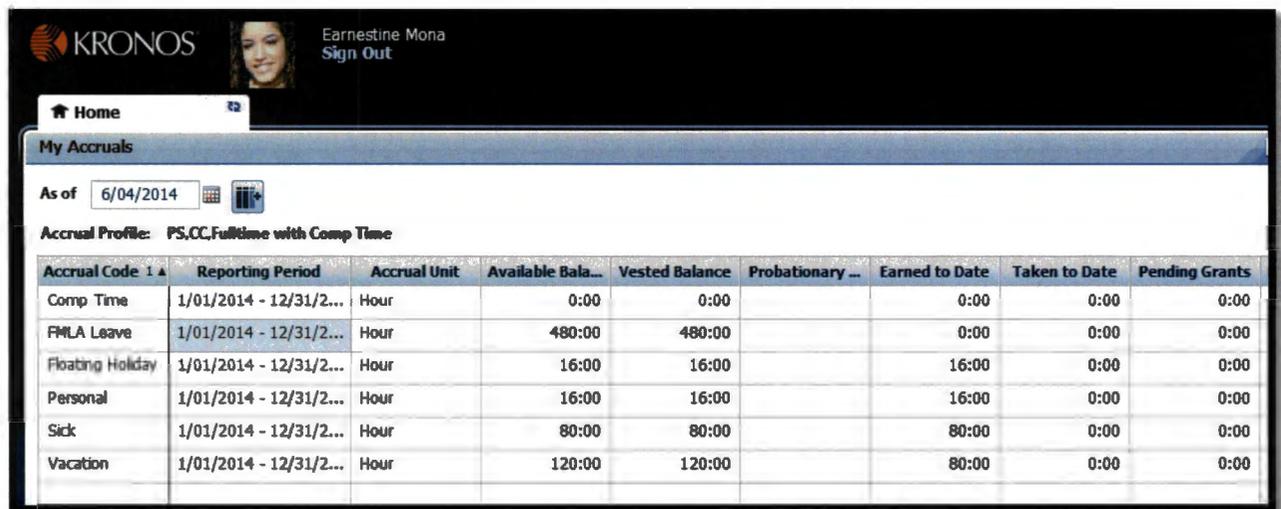
Accrual Code:

*Effective Date:

OK Cancel Help

- b. Provide leave viewing and tracking of employee leave information on-line, including use, accrual and balances for a variety of leave types which may include – but not limited to – vacation leave, sick leave, floating holiday, military leave, leave without pay, etc. Include deadlines for use of balances by month for current and previous years and detailed history of leave by specified dates and/or category.

Yes, supported. Here is an employee view of their accrual balances.



KRONOS Earnestine Mona Sign Out

Home

My Accruals

As of 6/04/2014

Accrual Profile: PS,CC,Fulltime with Comp Time

Accrual Code	Reporting Period	Accrual Unit	Available Bala...	Vested Balance	Probationary ...	Earned to Date	Taken to Date	Pending Grants
Comp Time	1/01/2014 - 12/31/2...	Hour	0:00	0:00		0:00	0:00	0:00
FMLA Leave	1/01/2014 - 12/31/2...	Hour	480:00	480:00		0:00	0:00	0:00
Floating Holiday	1/01/2014 - 12/31/2...	Hour	16:00	16:00		16:00	0:00	0:00
Personal	1/01/2014 - 12/31/2...	Hour	16:00	16:00		16:00	0:00	0:00
Sick	1/01/2014 - 12/31/2...	Hour	80:00	80:00		80:00	0:00	0:00
Vacation	1/01/2014 - 12/31/2...	Hour	120:00	120:00		80:00	0:00	0:00

- c. Notify employees/supervisors when reaching maximum hours of accrued leave and getting close to deadline for use.

Yes, supported.



- d. Monitor compliance with system maintained time and attendance policies, such as lunch break requirement for an individual

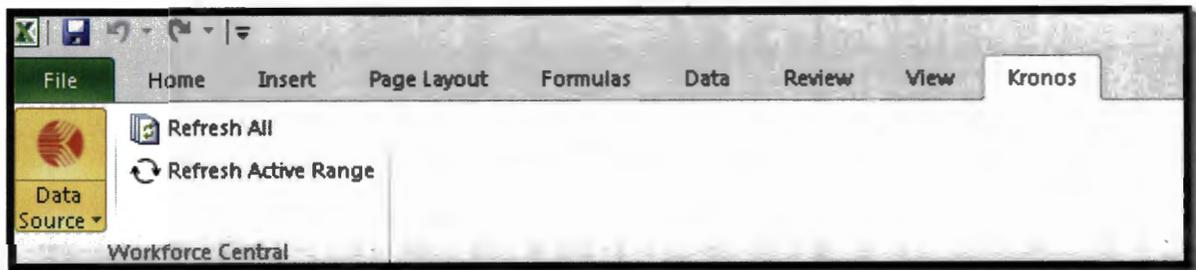
Yes, supported.

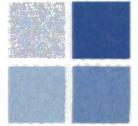
- e. Ability to monitor employees hours worked and paid that will count towards overtime and project potential overtime based on schedule.

Yes, supported.

- f. Ability to export data to Microsoft Office products such as Excel and/or Access.

Yes, Kronos genie reports may be exported to Microsoft Excel and Kronos offers an add-in for Microsoft Excel as well. Here is an Excel view with the Kronos menu add-in.





Payroll Module

1. Payroll Module Requirements

The proposed web based system must have the capability to process a payroll of over 600 employees.

Proposal shall be for the provision of an integrated system of HRIS, payroll, benefits, database reporting, and tax filing meeting the following minimum requirements:

- a. Full and part time, hourly, salaried, temporary and other pay schedules as needed. Capacity to track time and calculate correct pay in an environment that utilizes multiple pay policies that vary by specific employee subsets, i.e. union bargaining units.

Unlimited pay schedules supported.

- b. Capacity to customize at the department level with multiple rules by and within departments.

Yes, supported.

- c. Archive capabilities.

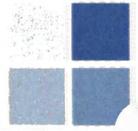
Yes, supported.

2. Payroll Module Capabilities

- a. Mandatory direct deposit with on-site printing of manual checks, if needed.

Yes, supported.

PENDING DIRECT DEPOSIT				
What You Can Do				
<ul style="list-style-type: none"> → Add a new account to your allocation list → View current allocations → Undo changes you have made to your allocations → Use the paycheck calculator 				
<p>The table below shows your direct deposit information along with the status of each account. Click the Update link at the end of a row to change an existing allocation.</p>				
Deposit Order	Routing Number	Account Number	Account Type	Deposit Amount
3	258072785	987654321	Savings	500.00
5	258072785	987654321	Checking	Remaining Amount
<small>*Direct Deposit changes must be reviewed and accepted by the Payroll Department. The new Direct Deposit will take effect on the next Payroll Cycle in addition, the banking institution must receive a prenotification prior to taking effect. For further information about the Payroll policy on Direct Deposit changes, click on More info icon above.</small>				



b. Multiple direct deposit.

Yes, you may have unlimited direct deposit accounts.

c. Fully integrated tax filing and payment service with Vendor responsible for any interest and penalties resulting from vendor errors.

Fully integrated tax filing and payment service is available with ADP.

d. All necessary federal, state deposit and returns including year-end processing (W-2's, electronic reporting to taxing authorities).

Yes, supported.

e. Garnishment processing (including agency payments and child support payments.

Yes, supported.

f. Payroll processing time frame and capability to make changes.

Yes, supported.

g. Department breakdowns allowable deductions and pay codes and Section 125.

Yes, supported.

h. Retirement reporting compatible with Nebraska Public Employees Retirement System.

Yes, supported.

i. Detailed pay statements.

Yes, supported.



DEDUCTIONS					
401(K)	222.00	334.24	111.30	267.12	
Dental	20.77	62.31	7.85	23.55	
Prescription	34.62	103.68	20.89	88.97	
TAXES					
California Disability Insurance Tax		3,854.81	38.55	87.38	
California Regular IT		3,432.81	234.58	507.87	
Federal Medicare Tax on Excess GTL Coverage		3.22	0.05	8.15	
Federal Regular Income Tax		3,432.81	680.29	1,532.32	
Federal Regular Medicare Tax		3,854.81	52.99	128.89	
Federal Regular Social Security Tax		3,854.81	228.58	541.74	
Federal Social Security Tax on Excess GTL Coverage		3.22	0.28	0.88	
NET PAY					
	2,200.00		15411		0.00

j. W4 status.

Yes, this is included.

k. Current and year to date totals on all earnings and deductions.

Yes, this is included.

l. Earnings and deductions.

Yes, a library of earning and deduction codes is provided to you with property definitions.

m. Employee notes on pay stubs.

Yes, you may add a comment on the employee pay stub.

n. Appropriate check security measures.

Yes, supported.

o. Ability to create/maintain all 3rd party system interfaces.

Workforce Integration Server (WIM) is the integration component of the Workforce Central® suite. WIM facilitates data sharing between Kronos applications and other systems, including HR management systems, payroll, and Enterprise Resource Planning systems. WIM uses industry standards to create interfaces for quick and reliable data transfer.

Training is available and you can maintain these yourselves.



p. Bank reconciliation interface.

Reports are available. An automated reconciliation interface is not included, but the services estimate to build the interface has been included on the bid form.

q. Disaster recovery plan.

A disaster recovery plan is not included in the scope of this fixed fee proposal but is available for an additional fee. Kronos has proposed a solution which will be hosted in the Kronos Private Cloud. The data will be backed up at multiple locations ensuring the County's information is available in the event of a disaster. Kronos also guarantees 99.75% uptime.

r. Flexible user friendly data based reporting tool and roll up totals.

Yes, there are over 50 standard payroll reports included. In addition, tools are included to help you create a pivot table with your payroll data for easy, flexible reporting.

Payroll Analysis			
TransactionStatus	(All)		
PaymentDate	(All)		
Quarter	(All)		
Employee	(All)		
Check Group	(All)		
PayGroup	(All)		
Sum of Amount			
Type	Category	Description	Total
Compensation	Comp Amount	Commission	7500
		Group Term Life	25.44
		Overtime	822
		Regular	476055.77
		Sick	2596
Comp Amount Total			486999.21
Compensation Total			
			486999.21
Deduction	Employee Deduction	401(k)	-4123.48
		Dental	-115.33
		Dep. FSA	-2150
		Medical	-600.01
		Prescription	-186.99
		Vision	-69.24
Employee Deduction Total			-7245.05
Employer Contribution		401(k) ER	427.66
		Dental	110.82
		Dep FSA	0



- s. Direct deposit/ACH, including electronic reports to SSA; electronic reporting and payment to taxing authorities; electronic reporting and payment of child support garnishments; multiple accounts and institutions; other garnishments.

Yes, electronic files for all these scenarios are possible. You may configure these yourselves or we can configure it for you for an additional fee. They are not included in the scope of this proposal, but more information has been provided in the bid form.

- t. Reporting capability of showing County and Employee costs.

Yes, included. Please reference **Attachment 2 – HR Payroll Standard Report Listing**.

- u. Ability to split salaries and benefits separately.

Yes, supported.

- v. Ability to preview check amounts for manual checks.

Yes, you can see the check details before printing a manual check.

The proposed system must support:

- a. Compensation management.
- b. Deferred compensation plan.
- c. Flexible savings accounts.
- d. COBRA/HIPPA.
- e. Existing accounting designations for departments and line items.
- f. Payment current or arrears.
- g. Worker's Compensation.

Yes, these are all supported.

Kronos® Workforce Payroll™ is a coordinated payroll system that manages data that relates to administering and completing the payroll process, from source to net. Workforce Payroll manages the complex information that is required to administer and disperse wages, salaries, bonuses, and other forms of compensation. Workforce Payroll simplifies the administration and maintenance of deductions, taxes, and withholding allocations for employees, and it accurately tracks accruals.

Workforce Payroll is the companion application of Workforce HR. When Workforce Payroll and Workforce HR are used together, users have a complete infrastructure to optimize their workforce employment life cycle and to administer the corresponding financial responsibilities through a central, Web-based portal.

Workforce Payroll provides the following advantages:

- Seamless integration with other Workforce Central applications
- Employee interaction through self-service applications
- Automatic payroll processing setup and updates



- Complex general ledger (GL) costing
- Accuracy and timeliness of legislative compliance and tax reporting
- Flexible third-party interaction
- Secure employment and payroll data

3. Payroll Module Functionality

The payroll system must:

a. **Process a global wage increase.**

Yes, you can do group pay edits.

b. **Process a retroactive wage increase with multiple dates and rates. Apply dates to system history.**

Yes, you can process a retroactive wage increase with multiple dates and rates. Changes become part of the history for the employee pay.

c. **Ability to recalculate compensation and overtime owed based on retroactive changes to premiums or hours worked.**

Yes, the system can process retroactive pay calculations, review all timecards, and make adjusting entries as needed.

d. **Ability to assign pay and benefit elections to employees by category wherever possible to facilitate global updating including but not limited to multiple county-specific groups (departments, supervisors, unions, FTE, insurance plans, etc.) salary steps and ranges with special pay options. Easily conduct mass updates to employee records (such as global deduction setting changes).**

Yes, you may specify global options for deduction codes to be inherited by groups of employees.

e. **Allows the user to distribute retroactive payroll dollars and payroll adjustments to budgets and/or projects.**

Retroactive payroll and payroll adjustments follow the budget and project allocations of the earnings code. You may change the allocation in the batch if needed.



- f. **Adjust dollar and/or hour balances for the retroactive period for an accurate history, including documentation of changes.**

Yes, retroactive changes in the timecards, called historical edits, are retained in the original timecard and the current timecard with pointers to each other.

- g. **Apply effective dated pay and time histories when calculating retroactive pay.**

Yes.

- h. **Track benefit deductions that go into arrears while employee is on leave (i.e. Military leave).**

Yes, included.

- i. **System interfaces to multiple time and attendance systems and time tracking.**

Yes interfaces are configurable for other 3rd party time and attendance systems. This proposal assumes that you will use Kronos timekeeping and not require any interfaces.

- j. **Ability to import data from various sources in a generally available file format (Excel, .csv, .txt, etc.).**

Yes, this is supported.

- k. **Ability to import mass deductions (one-time or general) – examples included but are not limited to parking deduction, ticket deduction, mass changes.**

Yes, this is supported.

- l. **Ability to submit and post the encumbrance even though the amount exceeds the balance (i.e. deferred comp limits).**

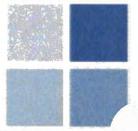
More information is required. Deferred comp limits are part of the benefit plan setup.

- m. **Full payroll history available in the system – define parameters within proposal.**

Payroll history is available in the system unless archived. This includes employee pay status, payroll status, arrears, benefits, taxes, etc.

- n. **User friendly workflow processes for entering new employees.**

Hiring workflows are easily configured and included in the product. Notifications are sent at the completion of the workflow.



SET UP EMPLOYEE FOR PAYROLL Name & ID Ables, Erik 1259

Pages

- * Employee Payroll Status
- * Employee Work Location
- Employee Tax
- Employee Compensation
- Employee Deduction
- Direct Deposit

Save & Return Return Refresh

New Delete View History

Effective Date for Subsequent Pages: 6/3/2014

Pay Agency	Pay Group	Payroll Status	Employee Classification
Enterprise Company	BiWeekly Pay Group	Active	Regular

- o. Process employee transfers in the system. Proposed system shall handle historical and tax data/sets up after an employee transfer.**

Yes, a transfer workflow is easily configured in the system similar to the setup. . Notifications are sent at the completion of the workflow.

- p. System show all employer contributions, such as retirement and health benefits, as part of the pay stub information.**

Yes, the pay stub is configurable.

- q. Ability to maintain multiple dates for each employee (i.e., anniversary date, service date, estimated return from leave date, new position and new department dates).**

Yes, multiple dates are tracked for each employee.

- r. Unlimited number of track transfer reason codes and termination/separation.**

Yes, you may define an unlimited number of transfer reason codes and separation codes.

- s. Maintain information on each position including exempt/non-exempt status and apply status to FLSA rules.**

Position information includes exempt/non-exempt status. Many time and pay rules may be attached to the position and automatically inherited by any person in the position.

- t. The ability to transfer data from applicant to new hire module without duplication of effort.**

If you are using a Kronos applicant solution, the applicants are seamlessly converted to an employee with all of their applicant information.



u. Assign new payroll system numbers automatically to new employees?

Yes, supported. IDs are generated when hired.

v. Record social security numbers in employee setup, but not use social security numbers for any identifying paperwork, except as required by state or federal law.

Yes, social security number is part of the employee information but is not used for system id purposes.

w. Allow for tracking of seniority in position, and rank equivalency, for public safety areas (i.e., there may be many different levels and functions for captains, but they are all captains).

Yes, with a user defined field in HR. Workforce TeleStaff for public safety scheduling has additional features to help with this but is not included in this proposal.

x. Support manual adjustment of seniority based on changes in departmental seniority rules.

Yes, with a user defined field in HR. Workforce TeleStaff for public safety scheduling has additional features to help with this but is not included in this proposal.

y. Support effective dating of fields/records.

Yes.

z. Support secondary position control hierarchy (one for operational alignment, one for budgetary).

More information is required. An employee may have multiple positions assigned.

aa. Track various types of leave (i.e., vacation, sick, compensatory, leave policy).

Yes, unlimited.

bb. Provide a running balance for various leave types and cumulative balances for leave types such as jury duty and leave without pay.

Yes, included.

cc. Allow annual sick leave to vacation leave transfers.

Yes, supported.



dd. Allow for manual adjustments.

Yes, supported with proper authority.

ee. Ability to calculate longevity payments according to bargaining unit agreement definitions.

Yes, longevity is one of the mass pay group edits included.

ff. Allow for leave donations.

Yes, supported.

gg. Track family medical leave (FMLA) hours on a rolling calendar year.

Yes, supported.

hh. Allow different leave balance ceilings/limits based on leave policies.

Yes, supported.

ii. Ability to track occupational illnesses, injuries and accidents.

Yes, unlimited pay codes are supported.

jj. Allow different accrual rates based on leave policy/rules.

Yes, supported.

kk. Ability for leave year to start on 1st day of pay period rather than 1st day of month.

Yes, this can be configured.

ll. Allow for leave requests being able to be electronically originated by the employee and have paperless routing for approvals and interfaces into a leave calendar and into the payroll system.

Yes, supported. Employees may initiate a leave request. Accrual balances are visible and verified at the time of the request. The request is automatically routed to the supervisor to review and approve. If approved, the timecard is automatically updated.



Request Time Off

Type: Time Off Request

Start date	End date	Pay code	Duration	Start time	Length
X 6/06/2014	6/06/2014	Vacation	Full day		

+ Add another time-off period

Accruals on: 6/06/2014

Accrual	Balance
Comp Time	0:00 Hour
FMLA Leave	480:00 Hour
Floating Holiday	16:00 Hour
Personal	16:00 Hour
Sick	80:00 Hour
Vacation	120:00 Hour

Notes (Optional)

Draft Submit Cancel

mm. Ability to maintain a user defined table of salary ranges by grade and step.

Yes user defined tables for salary ranges by grade and step are supported.

Pay Grade Code	Pay Grade Description	Minimum	Midpoint	Maximum	Frequency
EW19	Exempt Salary-EW19	49920	56160	62400	Yearly
EW20	Exempt Salary-EW20	56160	63440	70720	Yearly
EW21	Exempt Salary-EW21	62400	70720	79040	Yearly
EW22	Exempt Salary-EW22	68640	78000	87360	Yearly
EW23	Exempt Salary-EW23	74880	85280	95680	Yearly
EW24	Exempt Salary-EW24	83200	94640	106080	Yearly
EW25	Exempt Salary-EW25	91520	120760	150000	Yearly
NH10	Nonexempt hourly-NH10	10712	15756	20800	Yearly
NH11	Nonexempt hourly-NH11	13520	19240	24960	Yearly
NH12	Nonexempt hourly-NH12	16640	24960	33280	Yearly
NH13	Nonexempt hourly-NH13	19760	28600	37440	Yearly
NH14	Nonexempt hourly-NH14	22880	32240	41600	Yearly
NH15	Nonexempt hourly-NH15	26000	36920	47840	Yearly
NH16	Nonexempt hourly-NH16	32240	42120	52000	Yearly
NH17	Nonexempt hourly-NH17	36400	47320	58240	Yearly



Within the proposal, describe and identify through acknowledgement, text and/or screenshots the following processes:

a. Time entry process, including batch verification.

Yes, batches of time records are created for payroll processing. Reports are available for verification.

<input type="button" value="New"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/> <input type="button" value="Approve for Processing"/> <input type="button" value="Batch Summary"/> <input type="button" value="Refresh"/>										
<input type="checkbox"/>	Pay Agency /	Pay Group	Check Group	Pay Period	Pay Period Begin	Pay Period End	Payment Date	Batch Number	Description	Approved
<input type="checkbox"/>	Enterprise Company	BiWeekly Pay Group	Regular Check	2014 Payroll Period 11	5/11/2014	5/24/2014	5/29/2014	781	Time Transfer	
<input type="checkbox"/>	Enterprise Company	Weekly Pay Group	Regular Check	2014 Payroll Period 23	5/25/2014	5/31/2014	6/5/2014	780	Time Transfer	

b. The process of turning the payroll over for processing. Define how long payroll processing takes for an entity similar to the County along with when the County can view checks and reports after the process is complete.

It will take approximately 30 minutes for you to process a payroll. Most reports are available to you while the data is in trial. You can view checks and reports immediately after processing is complete. Checks post to self-service automatically according to the pay date for the pay group.

c. Verifying payroll before checks and interfaces are processed.

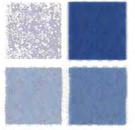
Most reports are available to you while the data is in trial. You can view checks and reports immediately after processing is complete. You can control when the interfaces are initiated.

d. How the system handles deduction arrears.

You can define how to calculate the Deduction Arrears amount associated with the selected deduction code. You select a calculation rule, define the calculation relationship, and then select the related amounts or the rate table to be used by the system when calculating the deduction arrears amount.

After you have completed the information the Definition you can click the GL Setup tab to select the general ledger accounts associated with the deduction arrears amount, if any.

Note: Workforce HR/Payroll accumulates arrears on a calendar-year basis. All accumulated balances and year-to-date amounts are disregarded when crossing into the new calendar year. To carry forward arrears into the new calendar year, payroll adjustments must be created to update the Deduction Arrears Amount.



- e. **Notify employee and payroll when accrual limits are reached.**
Yes, supported.

- f. **Ability to specify which earnings are to be included in “dues” (i.e. union dues).**
Yes, supported.

- g. **Standard general ledger reports and interfaces and custom general ledger reports.**
Standard general ledger reports and a one way interface are included. Custom reports may be configured by you or by us for an additional fee outside the scope of this proposal.

- h. **The creation of third party payments automatically from payroll deductions for employee garnishments.**
Yes, supported.

- i. **Provides the ability to establish priorities for deductions (deduction hierarchy) in the event that the salary for the period is insufficient to cover established deductions (i.e. pension first).**
Yes, withholding order is included.

- j. **The calculation and deduction of multiple types of garnishments with multiple defined disposal earnings requirements.**
Yes, included.

- k. **Recognize effective dates from starting and terminating wage garnishments.**
Yes, included.

- l. **Terminated field – turn off auto pay.**
Yes, date inactive for payroll is specified at termination or after.

- m. **Alert for employees placed on suspension without pay (9X).**
Managers can initiate employment actions which can route through an approval process and kickoff alerts and notifications.



n. Split payees (second check) – don't cancel splits of earnings and benefits.

Not sure who the second payee is. If you mean a garnishment, standard allocation amounts remain.

o. The process for creating of manual checks.

Yes, manual checks included.

p. The process for voiding checks and direct deposits in the system.

Yes, included.

q. New banking instructions from employees shall be pre-noted with employee's banking. institution prior to initiating new bank instructions to test validity of employee's banking information.

Yes, included.

r. Allowing for the following types of pay policies for specified subsets of employees: uniform allowances, call in pay, call back pay, longevity pay, compensatory time

Yes, these are part of configuration setup.

s. Automatically start or stop a deduction based on a future date and automatically stop when a limit is reached (i.e. zoo membership - deduction ends).

Yes, included.

t. Ability to allow flat dollar or % deduction.

Yes, included.

u. Ability to deduct current or suspense pay – (i.e. BCBS).

Yes, included.

v. Ability to calculate multiple rates of pay and types of pay.

Yes, included.

w. Ability to define frequency of deductions.

Yes, included. Each deduction can have a different frequency.



- x. Allow employer to designate which deductions go into arrears (memory – military leave).
Yes, included.

- y. Edit all salary changes against salary tables with the ability to override (i.e., warning if greater than maximum of range).
A standard report is included to identify any salaries outside the specified range.

- z. Support allocation of pay for individual or groups to various accounts as defined in the general ledger.
Yes, supported.

- aa. Allow for salary computations by skill level, exempt and non-exempt ranges and performances.
Yes, included.

- bb. Allow for various overtime calculation rates.
Yes, included.

- cc. Allow setup of pay that pays a flat dollar amount per pay period (i.e., longevity)
Yes, included.

- dd. Insure that payments are made according to FLSA requirements.
Yes, included.

- ee. Ability to handle weekly, bi-weekly, semi-monthly and monthly pay frequencies.
Yes, included.

- ff. Ability to initiate payroll gross-to-net process imply (i.e., one command, one menu option).
Yes, the trial calculate payroll step initiates the payroll gross-to-net process.

- gg. Ability to establish a unique taxing definition of each earning type.
Yes, supported.

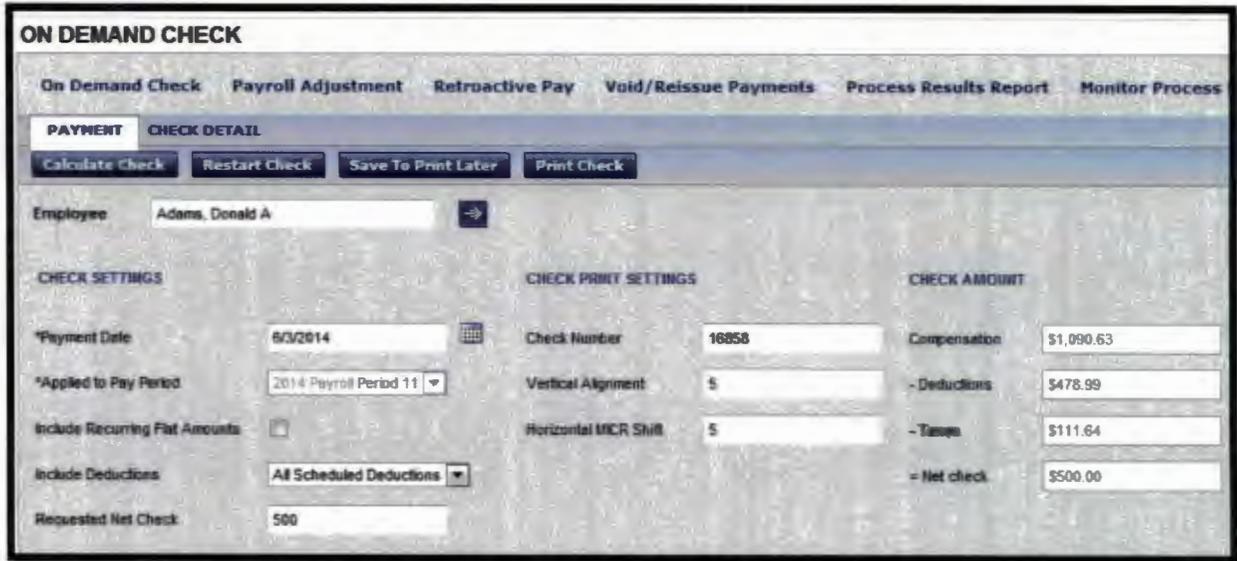


hh. Provide ability to include and track taxable benefits including but not limited to meals and personal vehicle usage.

Yes, supported.

ii. Provide gross-up earnings.

Yes, you can calculate gross-up earnings using the manual check feature. Notice the Requested Net Check amount was specified and it equals the calculated Net check amount.



ON DEMAND CHECK

On Demand Check Payroll Adjustment Retroactive Pay Void/Reissue Payments Process Results Report Monitor Process

PAYMENT CHECK DETAIL

Calculate Check Restart Check Save To Print Later Print Check

Employee: Adams, Donald A

CHECK SETTINGS	CHECK PRINT SETTINGS	CHECK AMOUNT
*Payment Date: 6/3/2014	Check Number: 16858	Compensation: \$1,090.63
*Applied to Pay Period: 2014 Payroll Period 11	Vertical Alignment: 5	- Deductions: \$478.99
Include Recurring Flat Amounts: <input type="checkbox"/>	Horizontal MCR Shift: 5	- Taxes: \$111.64
Include Deductions: All Scheduled Deductions		- Net check: \$500.00
Requested Net Check: 500		

jj. Ability to tax imputed income during the normal pay cycle and report it clearly on the employee's pay stub.

Yes, supported.

kk. Ability to calculate imputed earnings (i.e., personal use of company car) and have these earnings reported correctly on the employee's W-2.

Yes, supported.

ll. Ability to handle Earned Income Credit.

Yes, supported.



mm. Ability to enter negative amount to adjust employee's pay for outside payments, such as Worker's Compensation benefits.

Yes, supported.

nn. All deductions defined with a frequency, as follows: (a) deduct from all pay cycles, (b) deduct from the first bi-weekly cycle in the month only (c) deduct from second biweekly cycle in the month only (d) deduct from both the first and second bi-weekly pay cycles (but not the third).

Yes, supported. Options include (All periods, 1st and 2nd, 1st and 3rd, 1st period, 1st, 2nd, 3rd, and 4th, 2nd and 4th period, 2nd only, 3rd only, 4th only)

oo. Define the maximum number of deductions per employee.

There is no maximum number of deductions.

pp. Ability to automatically place or select a deduction in arrears.

Yes, if a deduction has arrears processing setup, then it will automatically start tracking for an employee who doesn't have enough funds.

qq. Ability to handle Section 457 deductions and freeze when maximum is reached.

Yes, supported.

rr. Ability to handle bond deductions.

Yes, supported.

ss. Ability to handle same sex details and processes.

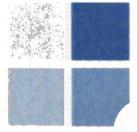
Yes, supported.

tt. Ability to handle third party sick pay.

Yes, supported.

uu. Ability to pay multiple checks per employee per payroll run within an Employer Identification Number (EIN).

Yes, supported.



vv. Define how many financial institutions ABA routing numbers can be entered into the data file.

Unlimited

ww. Provide option to coordinate changes for address and/or benefit elections for insurance and other benefits through single entry of change in employee record.

Yes, supported. Interfaces to benefit providers are outside the scope of this proposal, but more information is provided in the bid form.

xx. Ability to interface payroll transactions to the Payables system by object (obj), organization (org), class, budget number (for posting payroll – obj & org totals and department total.

Yes, supported. Interfaces to benefit providers are outside the scope of this proposal, but more information is provided in the bid form.

yy. Ability to automatically post expenditures, liabilities, cost accounting information and encumbrance liquidation to the Payables system.

Yes, supported. Interfaces to benefit providers are outside the scope of this proposal, but more information is provided in the bid form.

zz. Audit reports for the purposes of reconciling data between payroll and the payables system.

Yes, included.

aaa. Provide summary reporting of expenses for each payroll by account/register for departmental review.

Yes, included.

bbb. Ability to maintain lists for payees, creditors and courts, which includes address and telephone.

Yes, supported. This information is held in the deduction properties. You may create an ad hoc query for this.

ccc. Ability to reinstate an involuntary deduction after the original amount has been met.

Yes, supported.



ddd. Ability to calculate net payments for overpayment of wages including transactions for prior years or to apply cash repayments to overpayments by current or previous employees.

Need more information. You may calculate adjustments for current and previous employees.

eee. For all types of involuntary deductions (child support, federal or state levies, creditor garnishments, etc.) the solution must provide fields for the received date, the effective date, the inactive date and the case number. There must also be a field to indicate if a bankruptcy has been filed.

Effective Date, Inactive Date and case number are standard properties of the deduction code. Receipt date and bankruptcy notations may be added to the comment field.

fff. Ability to generate payroll reports by department/division with ability to customize/suppress fields for inclusion within the report.

Yes, supported. Selections vary by report.

ggg. For creditor garnishments, the solution must provide fields for both the mail data and continuing lien date.

The garnishment properties include lien number and judgment date. Payee information is also included.

hhh. Ability to calculate disposable earnings differently depending on the type of involuntary deduction

Yes, supported. Workforce HR/Payroll calculates the maximum amount of an employee's disposable income can be garnished following the federal CCPA rules, unless there is a state-specific rule that is more favorable to the employee.

The federal law limits the garnishment amount to repay a debt to be the lesser of:

- A percentage of the employee's disposable income for the week.
- The amount that the employee's disposable income for the week exceeds a specified amount, which is a multiple of the current federal minimum hourly wage.

When a pay period covers more than one week, such as a biweekly, semimonthly, or monthly pay period, the exempt garnishment amount increases accordingly, based on a multiple of the weekly amount.



4. Payroll Module Functionality - Tax

Within the proposal, describe and identify through acknowledgement, text and/or screenshots the following processes:

- a. The flow of information to the tax service including how quickly the County can view tax data after payroll runs.

You can view them immediately in Kronos or view them on the tax service site after the files have been processed.

- b. Completion and filing of federal and state quarterly payroll tax reports in a timely manner consistent with state and federal law and reporting requirements. Ability to not report certain pre-defined employee populations that are exempt from inclusion such as but not limited to election workers.

Yes, completion and filing of tax reports can be done in Kronos or with a 3rd party such as ADP. You may select which employees are included.

- c. The tax quarter end process including standard reports available to verify quarter end information.

Please reference **Attachment 2 – HR Payroll Standard Report Listing**.

- d. Complete tax returns sent to us after filing (including wage detail reports).

These will be available as a combination of Kronos and ADP reports.

- e. Tax return information be viewed/downloaded through an on-line system.

Yes, supported.

- f. Responsibility for prompt, accurate filing and depositing to taxing authorities.

Supported through our 3rd party partner.

- g. Identify how the County will be notified of tax changes once they are applied to the system.

Legislative updates are provided quarterly by Kronos.

- h. Describe the year-end processing of W-2's, W-2C's and 1099R's.

This process can be handled through ADP for a fee, or through Kronos. Reconciliation Reports are a part of Kronos as are the W2 formats. Customer is responsible for forms.



- i. Ability to reprint a single W-2 or a group of W-2s after the initial print run.
This is possible. All can be rerun, or just an individual W2. W2's can also be printed / reprinted by employee in Self Service.
- j. Allow for an additional dollar amount for state and federal income tax withholding per pay cycle.
Yes, supported.
- k. Ability to track employee exemption changes.
A history of W-4 changes is kept in the system.

5. Payroll Module Reports

Along with the Reporting and Analysis Tools listed in the General System Requirements, Vendors should also meet the following reporting requirements for the payroll module:

- a. Allow real time reporting capability.
Yes, Workforce Central is a point in time, effective dated system.
- b. Support reporting of total compensation.
Benefit reports and earnings statements are available in self-service. A total compensation report can be configured according to your requirements but is not included in this scope of work.
- c. Ability to produce the W-2, W2c, 1099 reports and file electronically.
This ability is available but is not included in this scope of work.
- d. Ability to print and reprint individual W-2s, etc.
Yes, available.
- e. Ability to generate dashboard reports (i.e. number FTE, funding source, employee type, etc.).
Yes, available.



f. **Ability to provide information for public records requests and subpoenas.**

Yes, available.

g. **Allow ad hoc reporting or extract queries, as needed, for person with appropriate security authorization.**

Yes, ad hoc reporting and queries are available with the correct security authorization. Query results are presented in Microsoft Excel to facilitate additional formatting and manipulation.

h. **Provide a history, by employee, of all updates to the employee's record including the ID of the person who made the changes.**

You can run the audit reports for an individual employee. The default sorting criteria is by ID of the person who made the changes.

i. **The ability to create custom reports without limitations of fields that can be included. Reports to be printed on site and able to be converted to Microsoft Word, Excel, or Access compatible files.**

You may create unlimited custom reports using a 3rd party tool of your choice. These reports may be added to the standard menus. Also, the standard reports in Crystal Reports are available as templates.

j. **Ability to create payroll control reports.**

Yes, supported. Please reference **Attachment 2 – HR Payroll Standard Report Listing**.

k. **Ability to do point-in-time reporting.**

Yes, Workforce Central is a point in time, effective dated system.

l. **Data from the proposed system be easily (i.e., cut and paste) accessed and integrated into Microsoft Office Applications**

The data is in a Microsoft SQL Server database.

m. **Archive capabilities.**

Workforce Record Manager allows authorized IS professionals to move (copy and purge) data from a production database to an alternate target database. The archived information remains accessible to the user community using the standard Workforce Central interface.



n. Exception reports.

Exception reports are available showing missed punches, late ins, early outs, etc.

o. Provide report or ability to create report for the purposes of budgeting and running alternate cost scenarios for salary and benefits by department, employee or budget.

Yes, please **Attachment 2 – HR Payroll Standard Report Listing** in the compensation section.

p. Provide report or ability to create report for the purposes of grant and/or project reporting of staff cost as well as annual statements of total salary and benefits remuneration.

Yes, grant and project reporting are available. Total salary compensation reports and benefits reports are also standard.

q. Hours reports.

Yes, standard.

r. Approaching over-time reports.

Yes, standard. Alert notifications are also available.

s. Department breakdown reports.

Yes, standard.

t. Number of hours worked for part time including what department and combining departments if in deferent departments.

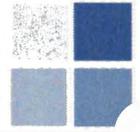
Yes, standard.

u. Roll-up totals for individualized number of specified pay periods with ability to view and/or print.

Yes, standard.

v. Registers/reports by department and leave accruals/Paid Time Off.

Yes, standard.



6. Payroll Module Historical Information

At a minimum, the module must include:

- a. Ability to track and retrieve history of selected data for ad hoc reporting and control for archiving data.

Yes, payroll historical information is available for ad hoc and standard reporting. Archived timekeeper data may be retrieved as needed.

- b. Ability to track user-defined information about historical status changes by: date of change, reason code for change.

Yes, available.

- c. Ability to track historical salary changes.

Yes, available.

- d. Ability to track historical job changes and class code changes by: date of change, reason for change, employment/career history.

Yes, available.

- e. Ability to retrieve history by point of time (i.e., as of year-end 2014, or as of third quarter 2014).

Yes, Workforce Central is a point in time, effective dated system.

- f. Ability to tie career history/job changes to salary history.

Yes, available.

- g. Ability to create history automatically based on action on system instead of manually being entered.

Yes, system changes create a historical record.

- h. Allow history to automatically be created when mass changes take place.

Yes, system changes create a historical record.



- i. Ability to have system automatically update employee history when retroactive pay occurs.

Yes, retroactive pay changes create a historical record.

- j. Ability to identify employee supervisor on an ongoing and historical basis.

Yes, available.

- k. Maintain a history of benefit charges for each employee.

Yes, benefit charges and enrollment history is maintained.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. The following items are supported by our advanced scheduling solutions, Workforce TeleStaff and/or Workforce Scheduler, but are not included in the scope of work for this proposal:

- Automated scheduling based on rules, skills, locations, and more
- Highlighting open shifts
- Tracking preferred days off and/or preferred work hours
- Applying schedule quality rules
- Swap requests
- Volunteering for shifts and vacation bidding

2. The following items are supported by a user defined field in Workforce HR, but Workforce TeleStaff for public safety scheduling has additional features that are not included in this proposal:

- Tracking of seniority in position, and rank equivalency, for public safety areas
- Manual adjustment of seniority based on changes in departmental seniority rules

3. Other items available, but not included in the scope of work for this proposal:

- Total compensation reports configured according to your requirements
- Ability to produce the W-2, W2c, 1099 reports and file electronically

4. We have included some standard interfaces for this fixed fee proposal. You may configure or enlist Kronos services to configure an unlimited number of interfaces. Training for the Workforce Integration Manager is available from Kronos. Many customers prefer for us to define the basics for implementation and they add other interfaces themselves. We are happy to work with you on this.

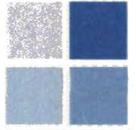


Contract Exceptions and Legal Commentary

General exception specific to the terms and conditions:

Kronos' proposal is submitted subject to the terms and conditions of the US Communities Contract with Kronos, referred to in the Kronos' response to this RFP and incorporated herein by this reference. If awarded business by Sarpy County, Kronos is willing to discuss its proposed terms and is confident that these could become the acceptable contract both parties, but Kronos is not prepared to include the RFP in the final contract and will not be bound by any term or condition unless expressly accepted by Kronos in writing. Accordingly, Kronos takes specific exception to any Terms and Conditions of the RFP which are inconsistent with the US Communities terms and conditions.

Insurance: Kronos hereby attaches its standard certificate of insurance identifying the coverage of Kronos and is prepared to add the County as additional insured to its commercial general liability insurance and the automobile insurance coverage. Kronos also endeavor to provide a 30 day notice in the event of termination or material change of the coverage.



Attachment 1 – Workforce Central Technical Datasheet

Time and Labor Technical Data Sheet

Kronos Workforce Central labor management solutions constitute a web-based enterprise suite of applications designed to maximize workforce productivity while minimizing the impact on IT. The advantage of the product platform lies in its ability to match the needs of the users with a broad range of employee interaction devices: Web browsers, data collection terminals, biometrics, telephony, personal digital assistants (PDAs), and more.

Platform portability

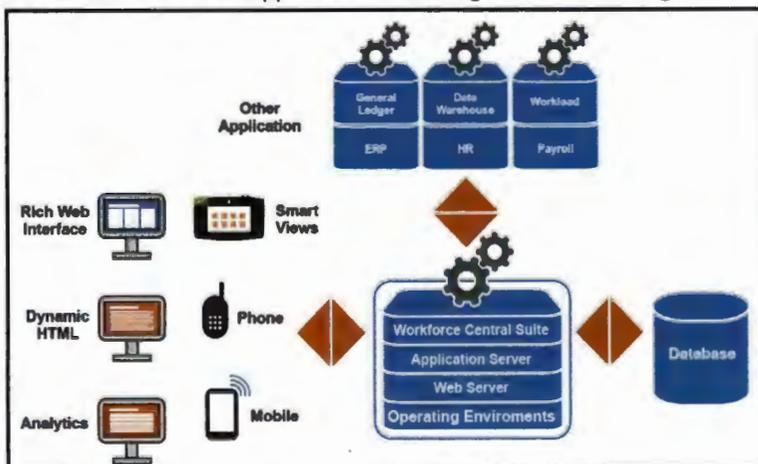
The Workforce Central labor management architecture follows an industry-standard model using the Java 2 Enterprise Edition (J2EE) for Web applications to provide an extensive set of scalable platform options to customers. The J2EE platform enables the application to run on a broad set of operating systems and application servers. This open and portable approach to application development is also apparent in the supported database products, Microsoft SQL Server and Oracle.

Three-tier architecture

From an IT perspective, Kronos' labor management solutions are structured in three-tier application architecture. This architecture unlocks the real power of the Kronos solution, to be deployed quickly and integrated cost-effectively within an existing IT infrastructure.

Client tier: In the client tier, customers have access to multiple types of interfaces to interact with Kronos applications. Based on the role of the users, Kronos provides access via telephony, PDAs, data terminals (including SmartViews), dynamic html, rich web interfaces (Ajax, Flash, java applets), and portals that leverage the most suitable technology to meet users' specific needs. Web pages and applets connect to the Web-based Workforce Central Application Server.

Application tier: The J2EE application server implements the major parts of the application, including the application logic, performing the real work of the application. The Web server resides on this tier, awaiting browser requests that are passed to Workforce Central. The application tier also includes a business rules engine Web service that optimizes the application server by offloading computationally intensive work for faster response. At the heart of this Web service is the Workforce Totalizer, a robust rules engine designed around an object-oriented model. The Workforce Totalizer executes the Workforce Central business rules in real time. The advantage to this approach is its ability to provide payroll managers and supervisors with real-time calculated data to support decision making and data modeling.



Database tier: The database server efficiently stores and retrieves all application data. The database configuration has many dependencies, including the number of employee records in the database, the number of clients, the number of pay periods to be stored, and configuration of the storage subsystem.

The technology details contained in this document describe the following products in the Kronos® Workforce Central® suite:

- Workforce Timekeeper® 7
- Workforce Employee™ 7
- Workforce Manager™ 7
- Workforce Mobile™ 7
- Workforce Tablet™ 7
- Workforce Accruals® 7
- Workforce Scheduler™ 7
- Workforce Absence Manager™ 7
- Workforce Activities™ 7
- Kronos Touch ID™ Software
- Workforce Integration Manager™ 7
- Workforce Record Manager™ 7
- Workforce Device Manager™ 7
- Workforce Forecast Manager™ 7
- Workforce Operations Planner™ 7
- Workforce Analytics™ 7

Data collection and self-service

Workforce Central supports four general categories of users: administrators charged with configuration and setup, employees, frontline managers who directly manage employees and human resource and payroll specialists who centrally manage the corporate payroll and pay policies. Managers and specialists have very similar requirements; they are the real power users of a labor management application.

Considering the makeup of today's workforce, labor management applications must leverage the most appropriate technology to deliver a user interface equipped to meet the individual needs and work style of the user. A web-based technology approach provides a strong foundation for this degree of flexibility, but a closer look at the needs of the user often reveals more complex requirements. The distinct advantage of Kronos architecture is its ability to match the right technology approach with the usage model for each type of user and the strengths of a wide range of interaction devices.

For self-service employees who will be entering time and attendance data and checking their leave balances, a Web browser is all that is required for access. To protect the privacy of an employee's data and to increase the overall security of the solution, these connections to the Web server can be configured to use either the HTTP or the HTTPS protocol. The HTTPS protocol uses the Secure Sockets Layer (SSL) cryptographic protocol. Connections over HTTPS use encryption and require a server certificate from VeriSign or another certificate authority.

Managers and payroll specialists responsible for the time and attendance records of large numbers of employees need a highly interactive, rich user interface that doesn't slow them down. To meet these needs, the Kronos solution utilizes Java applets. Applets are downloaded only once when first accessed and run in the Sun™ Java runtime environment™ (JRE) plug-in. Only those Java applets necessary to perform the tasks associated with a particular user role are downloaded to the client. As a result, very small packets of actual data are being transmitted, keeping the bandwidth requirements for the Workforce Central application very low. Most users of the application can take advantage of a pure HTML deployment designed for self-service access.

Workforce Mobile

The Kronos® Workforce Mobile™ solution gives you a mobile connection to your Workforce Central® system. This means your workforce can complete common administrative tasks right on their mobile devices. Wherever managers are, they can easily see and rapidly respond to potential workforce management issues via Workforce Mobile Manager, through Workforce Mobile Employee, employees can perform their time management tasks when they need to, where they need to.

This on-the-go access means your workforce is able to instantly engage, make effective decisions, take action, and move on. It's mobile workforce management. And it will fundamentally

Workforce Tablet

The Kronos® Workforce Tablet™ solution provides managers with constant mobile access to their Workforce Central® system — all through the simple, convenient, and compelling user experience offered by today's tablet devices.¹ With the combined capabilities of Workforce Tablet and Apple® iPad® capabilities, Kronos delivers the power of a back-office PC to managers who don't work in the back office. Managers can easily record and access real-time labor data and streamline decision making by staying constantly connected to Workforce Central.

On-the-go access allows managers to maximize productivity for themselves and your employees by making critical workforce management decisions instantly — from the shop floor, across the building, or when traveling.

Workforce Analytics

Workforce Analytics products allow customers to solve vital workforce problems using strategic information delivery. Workforce Analytics gives an aggregate view of the workforce, allowing executives and managers to find the departments and facilities that are using best practices and those that need to improve. They can monitor the progress of the whole organization toward goals and find and redirect groups that are not meeting targets. Through the calculation of over one hundred key workforce metrics, Workforce Analytics transforms operational data into strategic intelligence.

Security of confidential data

Workforce Central supports LDAP and Microsoft Active Directory for password authentication for organizations to centralize the maintenance of passwords. And, to facilitate controlled access via once-per-session authentication, Workforce Central supports single sign-on capability for both SiteMinder® and SAML enabled environments. To reduce the impact on help desks, Kronos provides automated password reset. Workforce Central also supports SSL for added security at the customer's option. User access rights are defined in the Workforce Central access control profiles.

Integration with existing infrastructure

Kronos offers tools to support integration with critical business systems such as payroll, HR, patient information systems, and other back-office applications. Certified interfaces to major ERP systems, such as SAP, facilitate connections to existing data sources and repositories, further improving the return on investment.

The flexible and configurable Workforce Integration Manager™ integration tool contains components for interface processing and interface development. Workforce Integration Manager uses industry-standard technologies to import data from a variety of sources, files, and tables and to output data into many different file formats or directly to other relational database management systems. Batch transfer of tables from HR or payroll systems can be accomplished by using table-based import utilities provided within the Workforce Central applications. Workforce Integration Manager Interfaces help expand the use of your labor management data by making it accessible to other applications in the formats they require.

Extensibility support with XML API toolkit

Enterprise organizations desire tight integration with critical business applications resulting in data synchronization. Other organizations may require adherence to customer-specific user-interface standards. The SOAP-based XML API delivers this flexibility through views of business objects to facilitate the extension of business rules and validation of data. This open user interface supports unique customer needs while protecting the application integrity through a stable, reliable interface.

System administration

Workforce Central provides a number of capabilities for busy IT managers to perform system administration functions anytime and anywhere, a distinct advantage when their business takes them away from their primary locations. System administrators are pushed automatic notifications if scheduled events or servers fail. System performance metrics, such as active users logged on, can be monitored remotely, and system tasks and events can be scheduled at a convenient time when system usage is low. System status instrumentation, health data, and performance assessment data are provided for easy integration into leading monitoring and management applications.

VMware and Microsoft Hyper-V virtualization

Most Workforce Central 7 applications can be run on VMware® and Microsoft Hyper-V® virtual machines. Virtualization is a software technology that makes it possible to run multiple operating systems and applications on the same computer at the same time, increasing hardware utilization and flexibility. By using virtualization software, an IT department can transform, or “virtualize”, the hardware resources of an x86-based computer — including the CPU, RAM, hard disk, and network controller — to create several fully functional virtual machines that can each run its own operating system and applications just like a real computer. (Note: Workforce Analytics™ products are not supported on virtualized environments.)

Workforce Worksheets

You can access Workforce Genie® data and a number of Workforce Central data reports from Microsoft Excel® 2007 or 2010 by using the Workforce Worksheet plug-in.

Supported technology

Desktop requirements					
Browser			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	Internet Explorer	8 (32 bit), 9, and 10 (32 & 64 bit)	Microsoft	Windows 8 - 64-bit (Desktop Mode only)	
				Windows 7 - 32-bit and 64-bit	
				Windows XP - 32-bit	SP2
				Windows Server 2008 - 64-bit only	
Mozilla	Firefox 32-bit	Version 17 or higher		Windows Server 2008 R2 - 64 bit	
Apple ♦■	Safari	6	Apple ♦■	Mac OS-X 10.7 & 10.8	

Note: For Safari browser/OS X clients, JRE is provided by Oracle
 Firefox & IE 10 not supported with HRMS Admin
 IE10 – Compatibility mode must be turned off and not supported by Analytics

CPU	Intel-based Pentium 4 or AMD equivalent; 2 GHz+ recommended
RAM	2GB minimum - 4GB recommended
Cache	256KB/L2 recommended
Display	1,024 x 768 with 256 Color Recommended; Minimum graphics memory: 128 MB
Hard Disk Space	Minimum free disk space: 100 MB
Network Protocol	HTTP or HTTPS
Network Bandwidth	LAN Connection: Gigabit network recommended WAN Connection: Fractional T1 or (T1+ recommended)

Workforce Timekeeper v7 requires Cookies to be enabled and Active-X controls must be permitted.

Navigator user interface			
Vendor	Product	Version	Operating System
Adobe	Flash	11.1+	Same as supported Browsers

Only required if Workforce Navigator is used.

Java Plug-in			
Vendor	Product	Version	Operating System
Oracle	Java Plug-in (JRE)	Supports JRE 1.7 Family with a minimum of JRE 1.7.0_21 (ships with product)	Same as supported Browsers

Mobile	
Device type	Platform
Apple	iOS 3.1 & up (iPhone), iOS 3.1.1 & up (iPod touch) iOS 4.2 & up (iPad)
Android	OS 2.x & up
BlackBerry	OS 4.5.0 & up, OS 4.6.0 & up, OS 5.0.0 & up, OS 6.0.0 & up
Nokia	Series 40 3rd Edition & up, Series 40 5th Edition & up Series 60 3rd Edition Feature Pack 1 & up Series 60 5th Edition & up

Tablet	
Device type	Platform
Apple	iOS 5.1 up (iPad)

Server Virtualization		
All components of Workforce Central and Analytics can be run on VM with following exceptions. Teletime 6 (Classic), Teletime-IP 7 cannot be run on a VM.		
Vendor	Product	Operating System
Microsoft	Hyper-V	Microsoft Windows Server 2008 R2
VMware	VSphere v5+ ESXi Hypervisor v4.1+	Microsoft Windows Server 2008 – 64 Bit
		Microsoft Windows Server 2008 R2 – 64 Bit

Desktop Virtualization			
Citrix Version	Platform Operating System	Citrix Version	Platform Operating System
XenApp v6	Microsoft Windows 2008 Server 64-Bit	Terminal Services	Microsoft Windows 2008 Server 64-Bit
	Microsoft Windows 2008 R2 Server 64-Bit		Microsoft Windows 2008 R2 Server 64-Bit

Web Server			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	IIS	V7.0	Microsoft	Windows Server 2008 - 64-bit	
		V 7.5		Windows Server 2008 R2 - 64 bit	
Apache ◆	Web Server	v2.4.3	Microsoft	Windows Server 2008 - 64-bit	
				Windows Server 2008 R2 - 64 bit	
			Oracle/Sun ■	Solaris (SPARC)	10 & 11
			IBM ■	AIX (pSeries)	6.1 & 7.1

Streaming version in Table 1.4 requires IE.

Application Server			Operating System		
Vendor	Product	Version	Vendor	Product	Version
JBoss	EAP	V6.0	Microsoft	Windows Server 2008 - 64-bit	
				Windows Server 2008 R2 - 64 bit	
			Oracle/Sun ♦■	Solaris (SPARC)	10 & 11
			IBM ♦■	AIX (pSeries)	6.1 & 7.1

Application Server Workforce Analytics			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Apache	Tomcat	v6.0.32	Microsoft	Windows Server 2008 - 64-bit	
MicroStrategy	MicroStrategy	v9.2.1		Windows Server 2008 R2 - 64 bit	

Workforce Analytics Office Add-in			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	Office Professional and Enterprise	2010	Microsoft	Windows 8 - 64-bit	
		2007 SP2		Windows 7 - 32-bit and 64-bit	
		2003 SP3		Windows XP 32-Bit	SP3

Database Server Technology Support	
Database	Operating System
Oracle 10gR2 (10.2.0.1), 11gR1 (11.1.0) and 11gR2 (11.2) 32-bit and 64-bit ♦	All operating systems that Oracle supports for these database versions
Microsoft SQL Server 2005 - 32-bit and 64-Bit Microsoft SQL Server 2008 - 32-bit and 64-Bit Microsoft SQL Server 2008 R2 - 64 bit Microsoft SQL Server 2012 - 64 bit ♦ Standard, Workgroups, Small Business, and Enterprise editions only	All operating systems that Microsoft supports for these database versions

- ♦ Not supported with HRMS
- ◆ Not supported by Analytics
- Low volume platform support delivered in service pack



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Attachment 2 – HR Payroll Standard Report Listing



Workforce Central HR/Payroll Reports

Workforce Payroll

- 1.1 Annual Processing Data Check
- 1.2 Arrears Recap
- 1.3 Batch Transaction Edit Report
- 1.4 Check/Direct Deposit Register
- 1.5 Check Reconciliation Report
- 1.6 Compensation Code Profile
- 1.7 Compensation Recap
- 1.8 Deduction Code Profile
- 1.9 Deduction Recap
- 1.10 Employee Allocation
- 1.11 Employee GL Override Report
- 1.12 Employee Direct Deposit
- 1.13 Employee Gross To Net
- 1.14 Employee Payroll Profile
- 1.15 Federal Tax Report
- 1.16 FUTA Wage Report
- 1.17 Garnishment Employee Profile
- 1.18 Garnishment Pay Period Report
- 1.19 GL Distribution Summary
- 1.20 GL Main Account Setup Report
- 1.21 GL Organization Setup Report



- 1.22 GL Out of Balance Report
- 1.23 GL Payroll Code Setup Report
- 1.24 Local Taxable Wage Report
- 1.25 Payroll Accumulators Out of Balance
- 1.26 Pay Group Profile
- 1.27 Payroll Adjustment Report
- 1.28 Payroll Master
- 1.29 Payroll Tax Deposit Reconciliation
- 1.30 Payroll Tax Deposit Requirements
- 1.31 Payroll Totals by Pay Group
- 1.32 Pre-Payroll Data Check
- 1.33 Pension Plan Recap
- 1.34 SDI Taxable Wage Report Workforce Payroll Sample Reports
- 1.35 State New Hire Report
- 1.36 State Tax Report
- 1.37 Tax Code Profile
- 1.38 Timesheet Exception Report

Workforce HR

1.0 Application Management

- 1.1 Applicant EEO
- 1.2 Job Activity

2.0 Attendance Reports

- 2.1 Absence Averages
- 2.2 Absence Log
- 2.3 Absence Percentages by Organization
- 2.4 Absence Percentages by Reason

- 2.5 Absence Points
- 2.6 Employees Currently on FMLA
- 2.7 Employee YTD Attendance Detail
- 2.8 Employee YTD Attendance Summary
- 2.9 Employee YTD Transaction Detail
- 2.10 Employees Due to Return from FMLA
- 2.11 Medical Recertification
- 2.12 Perfect Attendance List
- 2.13 Ranked List by Hours Absent

3.0 Benefit Reports

- 3.1 Benefit Approval Status
- 3.2 Benefit Coverage by Employee
- 3.3 Benefit Eligibility by Plan
- 3.4 Benefit Ineligibility by Plan
- 3.5 Benefit Plan Profile by Event
- 3.6 Benefit Premium Totals by Plan
- 3.7 Census Report
- 3.8 COBRA Coverage Election Notice
- 3.9 Insurance Benefit Enrollment by Plan
- 3.10 Plan Coverage Certificate
- 3.11 Savings Benefit Enrollment by Plan
- 3.12 Employee Reports Workers Compensation

4.0 Compensation Reports

- 4.1 Budget vs. Proposal
- 4.2 Compensation Budget
- 4.3 Compensation Cycle
- 4.4 Compensation Modeling
- 4.5 Hire Date Increases
- 4.6 Merit Matrix
- 4.7 Pay Grade Range Exceptions
- 4.8 Pay Grade List
- 4.9 Pay Grade List by Organization
- 4.10 Pay Grade Steps
- 4.11 Ranked Salary List

- 4.12 Reviews Due
- 4.13 Salary Analysis by Employee
- 4.14 Salary Analysis by Job Code
- 4.15 Salary Analysis by Job Title
- 4.16 Salary Analysis by Organization
- 4.17 Salary Analysis by Pay Grade
- 4.18 Salary Analysis Detail by Job Code
- 4.19 Salary History
- 4.20 Salary Increase Analysis by Job Code
- 4.21 Salary Increase Analysis by Organization
- 4.22 Salary Increase Analysis by Pay Reason
- 4.23 Salary List
- 4.24 Statistics by Job Code
- 4.25 Terminated Employee Log
- 4.26 Total Increase by Calendar Month
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12.4 Process Results

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Attachment 3 – Workforce Timekeeper Standard Report Listing

Report Cat	Product	ReportNM	Description
Accruals	WTK	Accrual Taking Limits	Lists the Accrual Taking Limits defined.
Accruals	WTK	Accrual Policies	Lists the Accrual Rules defined.
Accruals	WTK	Accrual Profiles	Lists the Accrual Profiles defined.
Accruals	WTK	Accrual Probation Periods	Lists the Accrual Probation Periods defined.
Accruals	WTK	Accrual Fixed Grants	Lists the Accrual Fixed Grants defined.
Accruals	WTK	Accrual Earning Limits	Lists the Accrual Earning Limits defined.
Accruals	WTK	Accrual Earned Grants	Lists the Accrual Earned Grants defined.
Accruals	WTK	Accrual Date Patterns	Lists the Accrual Date Patterns defined.
Accruals	WTK	Accrual Date Configurations	Lists the Accrual Date Configurations defined.
Accruals	WTK	Accrual Codes	Lists the Accrual Codes defined.
Accruals	WTK	Accrual Carryover Limits	Lists the Accrual Carryover Limits
			Displays the current balances, as well as future takings, credits, and projected balance through the furthest planned taking of the selected employees. Supervisors can use this to determine if an employee has accrued enough time for a vacation
Accruals	WTK	Accrual Balances and Projections	Displays the accrual code abbreviations (and pay codes debited) and the amount of time debited for each employee in the format of a monthly calendar. The accrual code abbreviations appear on the date that the accrual debit occurred.
Accruals	WTK	Accrual Debit Activity Summary	Displays running accrual balances for each employee. For example, you can see what types of accrual transactions occurred in the past, when accrual balances were reset, and effective dates.
Accruals	WTK	Accrual Detail	Displays the balances remaining in the accrual pools as of the date and time that the report is run.
Accruals	WTK	Accrual Pool Balances	Displays starting accrual balances, earnings/credits, and takings/debits, the ending balance for each accrual code in the selected timeframe. If a reset has occurred, the date, day, and amount of the reset displays.
Accruals	WTK	Accrual Summary	Displays the accrual codes, number of debits, and amount of time debited for each employee. Includes graphs demonstrating debit trends by day. The user can drill down to employee detail.
Accruals	WTK	Accrual Debit Activity with Graph	Displays totals by activity for hours, earned hours, efficiency, standard cost of activity, and earned activity.
Activities	WFA	Activity Detail	

Activities	WFA	Activity Summary	Displays totals by activity for the total hours, earned hours, efficiency, standard cost of activity, and earned activity.
Activities	WFA	Activity Transactions by Date	Lists activity transactions and errors by date.
Activities	WFA	Activity Transactions by Employee	Lists activity transactions and errors by employee.
Activities	WFA	Barcode for Labor Levels	Prints a range of labor levels in Code39 format.
Activities	WFA	Yield Detail	Lists yield percentage of work completed on each activity broken down by employee.
Activities	WFA	Yield Summary	Lists yield percentage of work completed on each activity.
Activities	WFA	Weekly Activity	Displays totals the employee's hours and activity punches with variances, status and quantities.
Activities	WFA	WIP Cost	Lists dates, efficiency, cost, and earned dollars for each activity.
Activities	WFA	WIP Cost Detail	Displays the same information as the WIP cost report but it takes the activity information and breaks it down to the employee level
Activities	WFA	Activity Pay Code Hours	Lists hours charged to pay codes for each activity broken down by activity event.
Activities	WFA	WIP Time to Complete Summary	Lists actual hours, earned hours and efficiency for each activity hierarchy and includes an estimate of remaining hours required to complete activities in the hierarchy.
Activities	WFA	WIP Activity Status	Displays status information for the activity.
Activities	WFA	List of Field Definitions	Lists the Workforce Activity transactions Mappings..
Activities	WFA	Barcode for Forms	Prints the transaction in Code39 format.
Activities	WFA	List of Configurations	Lists configuration names.
Activities	WFA	List of Units of Measure	Lists unit of measure abbreviated names, full names and status.
Activities	WFA	List of Activity Profiles	Lists profile setup.
Activities	WFA	List of Result Codes	Lists Result Codes.
Activities	WFA	Barcode for Result Codes	Prints the result code in Code39 format.
Activities	WFA	List of Teams	Lists activity teams.
Activities	WFA	List of Form Profiles (DAP)	Lists transaction dap codes.
Activities	WFA	List of Result Code Profiles (DAP)	Lists dap result codes.
Activities	WFA	Orphaned Activity Event Listing	Lists the reported activity events which lack corresponding time and attendance data..
Activities	WFA	Employee Activity Summary with Graph	Lists total hours, earned hours, and efficiency for each activity hierarchy.
Activities	WFA	Activity Audit	Displays all modifications to the activity event table.

Activities	WFA	Activity Detail by Group	Lists activity details including activity events, total hours, earned hours, efficiency, and quantities for each employee or team.
Activities	WFA	Activity Summary by Group	Displays totals by activity for the total hours, earned hours, efficiency, standard cost of activity, and earned activity by employee.
Activities	WFA	Activity Traveler	Prints the activity names in Code39 format.
Activities	WFA	Yield Detail by Group	Lists yield percentage of work completed on each activity broken down by activity event for each employee or team member.
Activities	WFA	Yield Summary by Group	Lists yield percentage of work completed by each employee or team member.
Activities	WFA	WIP Cost Summary by Group	Lists dates, efficiency, cost, and earned dollars for each employee or team.
Activities	WFA	WIP Cost Detail by Group	Lists efficiency, cost, and earned dollars for each employee broken down by activity event for each employee or team member.
Activities	WFA	WIP Time to Complete	Lists status, earned hours and efficiency for each activity and includes an estimate of remaining hours required to complete the activity.
Activities	WFA	List of Activities	Lists Activities.
Activities	WFA	List of Forms	Lists transaction configuration.
Activities	WFA	Activity Pay Code Hours by Group	Displays a break down of the paycode and hours for each activity by employee.
Activities	WFA	Resource Summary by Group	Lists total percentage of efficiency, quality, utilization and effectiveness for each cell, resource, or activity.
Activities	WFA	Resource Detail by Group	Lists resource details including percentage of efficiency, quality, utilization and effectiveness for each cell, resource, or activity.
Attendance	WAT	Attendance Action Detail	Displays a list of attendance actions received by an employee in the specified time period, including current action status, and dates associated with an action.
Attendance	WAT	Attendance Balances	Displays starting and ending attendance balances, as well as the amount of balance change in the specified time period.
Attendance	WAT	Attendance Incident Detail	Displays information about each employee's attendance events, attendance patterns, perfect attendance, and attendance actions in a list format for the specified time period.
Attendance	WAT	Employee Discipline Levels	Displays a history of discipline levels for each employee in the specified time period.

Attendance	WAT	Employee Attendance Profiles	Displays a list of employee's attendance profiles in the specified time period.
Attendance	WAT	Perfect Attendance	Displays employees who have perfect attendance with a reference to perfect attendance definitions that have been met in the specified time period.
Attendance	WAT	Attendance Calendar	Displays information about each employee's attendance events, attendance patterns, and attendance actions in a calendar format for the specified time period.
Attendance	WAT	Attendance Balances (Excel)	Displays starting and ending attendance balances, as well as the amount of balance change in the specified time period. Format is optimized for Excel export.
Attendance	WAT	Attendance Analysis	With charts, shows number of attendance events and patterns, and associated wage liability. The user can drill down to employee detail.
Biometrics	TID	Biometric Enrollment Summary	Gives a high level overview of how many employees are enrolled and how many are left to go.
Biometrics	TID	Biometric Enrollment Detail	Gives a detailed view of how many employees are enrolled and how many are left to go.
Biometrics	TID	Biometric Enrollment Activity	Summarizes the number of enrollments at each device in the selected timeframe.
Configuration	WTK	Core Hours Rules	Lists and describes the core hours rules defined.
Configuration	WCB	Report Data Access Profiles	Lists the Reports Data Access Profiles defined.
Configuration	WTK	Work Rule Data Access Profiles	Lists the Work Rule Data Access Profiles defined.
Configuration	WTK	Pay Code Access Profiles	Lists the Pay Code Access Profiles defined.
Configuration	WCB	Function Access Profiles	Lists the Function Access Profiles defined
Configuration	WTK	Accrual Taking Limits	Lists the Accrual Taking Limits defined.
Configuration	WTK	Accrual Policies	Lists the Accrual Rules defined.
Configuration	WTK	Accrual Profiles	Lists the Accrual Profiles defined.
Configuration	WTK	Accrual Probation Periods	Lists the Accrual Probation Periods defined.
Configuration	WTK	Accrual Fixed Grants	Lists the Accrual Fixed Grants defined.
Configuration	WTK	Accrual Earning Limits	Lists the Accrual Earning Limits defined.
Configuration	WTK	Accrual Earned Grants	Lists the Accrual Earned Grants defined.
Configuration	WTK	Accrual Date Patterns	Lists the Accrual Date Patterns defined.
Configuration	WTK	Accrual Date Configurations	Lists the Accrual Date Configurations defined.
Configuration	WTK	Accrual Codes	Lists the Accrual Codes defined.

Configuration	WTK	Accrual Carryover Limits	Lists the Accrual Carryover Limits
Configuration	WTK	Bonus/Deduction Rules	Lists and describes the bonus and deduction rules defined.
Configuration	WTK	Break Rules	Lists and describes the break rules defined.
Configuration	WTK	Combined Pay Codes	Lists each combined pay code and associated pay codes setup data defined. Lists all the comments entered in the system, including the comment code and activation status
Configuration	WCB	Comments	
Configuration	WTK	Exception Rules	Lists and describes the exception rules defined.
Configuration	WTK	Fixed Rules	Lists and describes the fixed rules defined.
Configuration	WTK	Holiday Credit Rules	Lists and describes configured holiday credits.
Configuration	WTK	Holidays	Lists the holidays defined and the start and end times of each holiday.
Configuration	WDBI	Import Errors	Displays error details per import batch and import type or table about any errors detected during the import process. Displays statistical information per import batch and import type or table that includes current status, duration of import, total number of errors, and total number of records processed, imported successfully, or failed.
Configuration	WDBI	Import Statistics	
Configuration	WCB	Labor Levels	Lists each labor level configured and all entries per labor level.
Configuration	WTK	Majority Rules	Lists the majority rules defined.
Configuration	WTK	Overtime Rules	Lists the overtime rules defined.
Configuration	WTK	Pay Codes	Lists the pay codes (excluding combined) that are defined.
Configuration	WTK	Pay Rules	Lists the pay rules defined.
Configuration	WTK	Rounding Rules	Lists the rounding rules defined.
Configuration	WTK	Schedule Deviation Rules	Lists the schedule deviation rules defined.
Configuration	WTK	Terminal Rules	Lists the terminal rules defined.
Configuration	WCB	Users Currently Locked Out	Lists the Workforce Central user accounts that are currently locked out due to failed log-in attempts.
Configuration	WTK	Work Rules	Lists the work rules defined.
Configuration	WTK	Zone Rules	Lists the zone rules defined.
Configuration	WCB	Job Configuration	Lists jobs configured within the system and how they relate to organization's labor levels.
Configuration	WCB	Organizational Job Configuration	Lists organizational jobs within an organizational map and the associated location pathways with effective start and end dates.
Configuration	WCB	Organizational Map Location Types	Lists location types within an organizational map and how they relate to that organization's labor levels.

Configuration	WCB	Organizational Map Locations	Lists locations within an organizational map along with related labor level entries and the parent location pathway for a specified date.
Configuration	WCB	Organizational Sets	Lists all organizational sets used within organizational groups, manager job transfer sets, and/or employee job transfer sets.
Configuration	WTK	Person Attributes	Lists the information detailed in the Person tab of the People Editor for all individuals (users and/or employees).
Configuration	WTK	Person Job Assignment	Lists the information detailed on the Job Assignment tab of People Editor for all individuals (users and/or employees).
Configuration	WAT	Attendance Events Configuration	Lists all attendance events defined, sorted by event categories.
Configuration	WAT	Attendance Patterns	Lists all patterns of attendance events defined, sorted by pattern categories.
Configuration	WAT	Perfect Attendance Definitions	Lists all perfect attendance definitions defined.
Configuration	WAT	Attendance Actions Configuration	Lists all attendance actions defined.
Configuration	WAT	Attendance Tracking Periods	Lists all attendance tracking periods defined.
Configuration	WAT	Attendance Policies	Lists all attendance policies defined with associated rules. The policies are sorted by discipline levels and by policy types.
Configuration	WAT	Attendance Profiles	Lists all attendance profiles defined, including the associated attendance policies with effective dates.
Configuration	WSAREPORTS	Pay Rule Audit Trail	Displays audit information for specific actions (add/edit/delete) performed for selected pay rule building block types, including date and time of the action, who performed the action, and what information has changed.
Configuration	WFL	Leave Types	Lists all leave types defined.
Configuration	WFL	Leave Reasons	Lists all leave reasons defined.
Configuration	WFL	Leave Rules	Lists all leave rule definitions defined.
Configuration	WFL	Leave Profiles	Lists all leave profiles defined.
Configuration	WAT	Attendance Combined Events	Lists all attendance combined events defined.
Configuration	WCB	Generic Data Access Profiles	Lists the Generic Data Access Profiles defined
Configuration	WAT	Attendance Lost Time Events Configura	Lists all lost time attendance events defined.
Configuration	TOKE	Token Pool Rules	Lists the token pool rules defined.
Configuration	WCB	HyperFind Profiles	Lists the HyperFind Profiles defined.
Configuration	WTK	Holiday Profiles	Lists the effective dated holiday profiles.
Configuration	WTK	Time Off Rules	Lists and describes the time off rules defined.
Configuration	WDM	Device Assignments	List the Devices.

Configuration	WDM	Device Groups and Device Assignments	Lists the Device Groups.
Configuration	WDM	Device Work Rule Definitions	Lists the activity code definitions defined.
Configuration	WDM	Device Work Rule Assignments	Lists the activity code assignments defined.
Configuration	EMPLOYMENT	Employment Terms	List the Employment Terms that are defined
Configuration	CASCADE	Cascading Profiles	Lists the Cascading Profiles defined.
Configuration	CASCADE	Cascading Policies	Lists the Cascading Policies defined.
Configuration	FPA	Tip Compliance Rules	Lists the Tip Compliance Rules defined.
Configuration	FPA	Adjustment Rules	Lists the Adjustment Rules defined.
Configuration	WTK	Auto Resolved Exceptions	Lists and describes the auto resolved exceptions defined.
DataCollection	WDM	Device Assignments	List the Devices.
DataCollection	WDM	Device Groups and Device Assignments	Lists the Device Groups.
DataCollection	WDM	Device Work Rule Definitions	Lists the activity code definitions defined.
DataCollection	WDM	Device Work Rule Assignments	Lists the activity code assignments defined.
Detail Summar	WTK	Punch Origin	Displays in/out punch dates and times for selected employees, including source information: server, client IP address, username and application. Reports hours/amounts/wages for each labor account/pay code in which the employee accrued hours. Provides totals for each employee and labor
Detail Summar	WTK	Hours by Labor Account with Graph Sur	account number per employee as well as grand totals. Displays audit information related to specific timecard editor actions including date/time of the action, who performed the action, and what
Detail Summar	WTK	Timecard Audit Trail	information changed. This report displays employees who are absent and whether they are excused or unexcused absences. Displays data for the selected date range. Only absences through the current day will display future scheduled absences do
Detail Summar	WTK	Absent Employees	not display. Displays the current balances, as well as future takings, credits, and projected balance through the furthest planned taking of the selected employees. Supervisors can use this to determine if an employee has accrued enough
Detail Summar	WTK	Accrual Balances and Projections	time for a vacation Displays the accrual code abbreviations (and pay codes debited) and the amount of time debited for each employee in the format of a monthly
Detail Summar	WTK	Accrual Debit Activity Summary	calendar. The accrual code abbreviations appear on the date that the accrual debit occurred.

Detail Summar WTK	Accrual Detail	Displays running accrual balances for each employee. For example, you can see what types of accrual transactions occurred in the past, when accrual balances were reset, and effective dates.
Detail Summar WTK	Accrual Summary	Displays starting accrual balances, earnings/credits, and takings/debits, the ending balance for each accrual code in the selected timeframe. If a reset has occurred, the date, day, and amount of the reset displays.
Detail Summar WTK	Actual vs. Schedule by Labor Account	Displays individual employee and group summary actual, scheduled, projected hours and wages for the selected period. Displays the variance between actual and projected hours and wages. Used by managers to view productivity, cost analysis, and budget.
Detail Summar WTK	Badge Numbers	Lists the badge numbers and the employee assigned to each, including the activated and inactivated date if applicable. Employees with no badge numbers do not display on this report.
Detail Summar WTK	Employee Hours by Labor Account	Reports hours/amounts/wages for each labor account/pay code in which the employee accrued hours. Provides totals for each employee and labor account number per employee as well as grand totals.
Detail Summar WTK	Employee Signoff	Displays employee data indicating if and when a manager has signed off an employee's timecard. The Time Period in this report applies only to the HyperFind query. The report data is relevant only to the time when the report was run.
Detail Summar WTK	Employee Transactions and Totals	Displays pay code transaction data and totals by employee as well as a grand total. Pay codes, their respective time or money amount totals, and wages display. Combined pay codes display separately with their respective time or money amount totals.
Detail Summar WTK	Employees Currently Earning Time	Displays employees who have an in-punch or start time entered, and no out-punch or no stop time entered. The Time period in this report applies only to the HyperFind query. The report data is relevant only to the time when the report was run.
Detail Summar WTK	Exceptions	Displays exceptions and comments attached to the start or end of a shift, break or meal, as well as absences for each employee within the specified time frame.

Detail Summar WTK	Holiday Credits	Displays holiday credits issued and/or denied for each employee for each holiday in the timeframe. When a credit is denied (did not qualify for holiday credits), a reason displays indicating which criterion the employee failed to satisfy.
Detail Summar WTK	Primary Account Detail	Displays the home labor account assignments per employee within the selected time frame. Supervisors use this information to find out which home labor accounts were assigned to an employee, who and when the assignments were made.
Detail Summar WTK	Hours by Labor Account	Displays time/money for each labor account in which employees accrued hours/money during the selected timeframe. The report totals the hours/money and wages for each labor account by pay code.
Detail Summar WTK	Time Detail	Displays detailed data about each employee's punches, duration and pay code edits. Summary data displays per employee totaling time and money by labor level and pay code (excluding combined) as then just by pay code (separately listing combined).
Detail Summar WTK	Actual vs. Schedule by Job	Displays individual employee and group summary actual, scheduled, projected hours and wages for the selected period. Displays the variance between actual and projected hours and wages. Used by managers to view productivity, cost analysis, and budget.
Detail Summar WTK	Employee Hours by Job	Reports hours/amounts/wages for each organizational job/pay code in which the employee accrued hours. Provides totals for each employee and organization job per employee as well as grand totals.
Detail Summar WTK	Hours by Job	Displays time/money for each organizational job in which employees accrued hours/money during the selected timeframe. The report totals the hours/money and wages for each organizational job by pay code.
Detail Summar WTK	OvertimeEqualizationDetail	Displays the history of overtime offered, subsequently refused or accepted by employees, with any associated comments, for reference in employee grievances. Note: Overtime Equalization feature must be implemented for this report to work???
Detail Summar WTK	Person Attributes	Lists the information detailed in the Person tab of the People Editor for all individuals (users and/or employees).
Detail Summar WTK	Person Job Assignment	Lists the information detailed on the Job Assignment tab of People Editor for all individuals (users and/or employees).

Detail Summar WTK	Location Schedule - Monthly	Shows employee schedules and open shifts for the selected locations. Employees and open shifts are sorted by job. Shift labels are displayed. Can be used as the posted schedule or for shift sign up. Displays 28 days/page and uses 8.5x14 paper
Detail Summar WTK	Monthly Employee Schedule by Job	Shows the schedules of the employee whose home location is one of the selected locations. Employees are sorted by job. Shift Labels are displayed. It displays 28 days/page and uses 8.5x14 paper
Detail Summar WTK	Monthly Schedule by Labor Account	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have shift labels. It displays 28 days/page and uses 8.5x14 paper
Detail Summar WTK	Weekly Location Schedule	Shows schedules and open shifts for the selected locations, sorted by job. Shifts have start/stop time. Can serve as the posted schedule or for sign up for shifts or requests. It displays 7 days/page and uses 8.5x11 paper
Detail Summar WTK	Weekly Employee Schedule by Job	Shows the schedules of the employee whose home location is one of the selected locations. Employees are sorted by job. It displays 7 days/page and uses 8.5x11 paper
Detail Summar WTK	Weekly Schedule by Labor Account	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have start/stop time. It displays 7 days/page and uses 8.5x11 paper
Detail Summar WFS	Monthly Coverage	Shows scheduled coverage, with variance from the staffing plan, by location for each job and shift or schedule zone. Can be used to manage coverage by location, job, or time period. It displays 28 days per page and prints on 8.5x14 paper
Detail Summar WFS	Weekly Coverage	Shows scheduled coverage, with variance from the staffing plan, by location for each job and shift or schedule zone. Can be used to manage coverage by location, job, or time period. It displays 7 days per page and prints on 8.5x11 paper
Detail Summar WFS	Monthly Open Shifts	Displays a list of open shifts for each job in the selected locations. Can be used for shift sign up or managers can see where the holes are in the schedule. It displays 28 days per page and prints on 8.5x14 paper
Detail Summar WFS	Weekly Open Shifts	Displays a list of open shifts for each job in the selected locations. This report can be used for shift sign up, or managers can see where the holes are in the schedule. It displays 7 days per page and prints on 8.5x14 paper

Detail Summar WFS	Daily Staffing Sheet	Shows daily staffing details for the selected locations. The schedule and variance from plan are listed by job for each shift or schedule zone. Managers can use the report to see who is scheduled for which shifts. Prints 1 day/page on 8.5x11 paper
Detail Summar WFS	Weekly Staffing Sheet	Shows weekly staffing details for the selected locations. The schedule and variance from plan are listed by job for each shift or schedule zone. Managers can use the report to see who is scheduled for which shifts. Prints 1 week/page on 8.5x11 paper
Detail Summar WFS	school calendar audit trail	Provides an audit trail of any school calendars that were changed and who made the change in the user selected time period. Prints on 8.5x11 paper
Detail Summar WLG	Single Zone (Landscape)	This report shows multiple departments for a single schedule zone, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department. The output is oriented horizontally (landscape).
Detail Summar WLG	All Zone	This report shows a single department for a multiple schedule zones, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department.
Detail Summar WFS	Comments By Location	Provides a list of comments entered against the timecard and scheduler for the selected locations. Prints on 8.5x11 paper
Detail Summar WFS	Comments By Employee	Provides a list of comments entered against the timecard and scheduler for the selected employees. Prints on 8.5x11 paper
Detail Summar WFS	Float	Float Report. Prints on 8.5x11 paper
Detail Summar WFS	On Call	On Call Report. Prints on 8.5x11 paper
Detail Summar WFS	Staffing By Zone	Staffing By Zone Report. Prints on 8.5x11 paper
Detail Summar WTK	Employee Hours by Labor Account (Excel)	Displays hours/amounts/wages for each labor account/pay code in which the employee accrued hours. Format is optimized for Excel export.
Detail Summar WTK	Employee Transactions and Totals (Excel)	Displays pay code transaction data by employee. Pay codes, their respective time or money amount, and wages are included in the display. Combined pay codes display separately. Format is optimized for Excel export.
Detail Summar WTK	Employee Hours by Job (Excel)	Reports hours/amounts/wages for each organizational job/pay code in which the employee accrued hours. Provides totals for each employee and organization job per employee as well as grand totals.

Detail Summar WTK	Hours by Job (Excel)	Displays time/money for each organizational job in which employees accrued hours/money during the selected timeframe. The report totals the hours/money and wages for each organizational job by pay code.
Detail Summar WTK	Hours by Labor Account with Chart	Displays money/hours/wages for each labor account in which employee accrued hours. The report totals money/hours/wages for each labor account by pay code. Includes pie charts.
Detail Summar WTK	Hours by Labor Account (Excel)	Displays money/hours/wages for each labor account in which employees accrued hours. Format is optimized for Excel export.
Detail Summar WTK	Monthly Schedule by Labor Account (Excel)	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have shift labels. Format is optimized for Excel export.
Detail Summar WTK	Weekly Schedule by Labor Account (Excel)	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Format is optimized for Excel export.
Detail Summar WTK	Accrual Debit Activity with Graph	Displays the accrual codes, number of debits, and amount of time debited for each employee. Includes graphs demonstrating debit trends by day. The user can drill down to employee detail.
Detail Summar WTK	Actual vs. Schedule by Labor Account with Graph	Displays actual, scheduled, and projected time, as well as associated wages, sorted by labor account. Includes graph to illustrate the data.
Detail Summar WTK	Exception Summary	With charts, shows number of exceptions and associated wage liability. The user can drill down to employee detail.
Detail Summar WTK	Time Detail (Excel)	Displays detailed data about each employee's punches, duration, and pay code edits. Format is optimized for Excel export.
Detail Summar WFS	Staffing Efficiency	Staffing Efficiency Report. Prints on 8.5x11 paper
Detail Summar WLG	Single Zone (Portrait)	This report shows multiple departments for a single schedule zone, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department. The output is oriented vertically (portrait).
Import	WDBI	Import Errors
		Displays error details per import batch and import type or table about any errors detected during the import process.
Import	WDBI	Import Statistics
		Displays statistical information per import batch and import type or table that includes current status, duration of import, total number of errors, and total number of records processed, imported successfully, or failed.
India Statutory	INDIAREPORT!	Service Card
		Displays the total number of days worked in one month for the India Factories Act.

India Statutory	INDIAREPORT: Muster Roll	Displays which days were worked in a given month for the India Factories Act. Displays a list of National and Festival Holidays to track which employees worked and which ones did not work, and whether or not they received premium pay.	
India Statutory	INDIAREPORT: National and Festival Holidays		
Leave	WFL	Leave Hours Summary	Displays a summary of Leave Hours by employee.
Leave	WFL	Leave Hours Detail	Displays leave hours details by employee.
Leave	WFL	Employee Leave Document Due Dates	Displays leave document due dates by employee.
Leave	WFL	Leave Hours Summary (Excel)	Displays a summary of Leave Hours by employee. Format is optimized for Excel export.
Leave	WFL	Leave Trends	Shows trends in employee leave time for continuous and intermittent leave cases. Includes graphs and charts.
Rollup Summar	WTK	Hours by Labor Account with Graph Sur	Reports hours/amounts/wages for each labor account/pay code in which the employee accrued hours. Provides totals for each employee and labor account number per employee as well as grand totals.
Rollup Summar	WTK	Employee Hours by Labor Account	Reports hours/amounts/wages for each labor account/pay code in which the employee accrued hours. Provides totals for each employee and labor account number per employee as well as grand totals.
Rollup Summar	WTK	Employee Signoff	Displays employee data indicating if and when a manager has signed off an employee's timecard. The Time Period in this report applies only to the HyperFind query. The report data is relevant only to the time when the report was run.
Rollup Summar	WTK	Hours by Labor Account	Displays time/money for each labor account in which employees accrued hours/money during the selected timeframe. The report totals the hours/money and wages for each labor account by pay code.
Rollup Summar	WTK	Employee Hours by Job	Reports hours/amounts/wages for each organizational job/pay code in which the employee accrued hours. Provides totals for each employee and organization job per employee as well as grand totals.
Rollup Summar	WTK	Hours by Job	Displays time/money for each organizational job in which employees accrued hours/money during the selected timeframe. The report totals the hours/money and wages for each organizational job by pay code.
Rollup Summar	WTK	Employee Hours by Labor Account (Exc	Displays hours/amounts/wages for each labor account/pay code in which the employee accrued hours. Format is optimized for Excel export.

Rollup Summar WTK	Employee Hours by Job (Excel)	<p>Reports hours/amounts/wages for each organizational job/pay code in which the employee accrued hours. Provides totals for each employee and organization job per employee as well as grand totals.</p> <p>Displays time/money for each organizational job in which employees accrued hours/money during the selected timeframe. The report totals the hours/money and wages for each organizational job by pay code.</p>
Rollup Summar WTK	Hours by Job (Excel)	<p>Displays money/hours/wages for each labor account in which employee accrued hours. The report totals money/hours/wages for each labor account by pay code. Includes pie charts.</p>
Rollup Summar WTK	Hours by Labor Account with Chart	<p>Displays money/hours/wages for each labor account in which employees accrued hours. Format is optimized for Excel export.</p>
Rollup Summar WTK	Hours by Labor Account (Excel)	<p>Displays the current balances, as well as future takings, credits, and projected balance through the furthest planned taking of the selected employees. Supervisors can use this to determine if an employee has accrued enough time for a vacation</p>
Schedule Sumn WTK	Accrual Balances and Projections	<p>Displays the accrual code abbreviations (and pay codes debited) and the amount of time debited for each employee in the format of a monthly calendar. The accrual code abbreviations appear on the date that the accrual debit occurred.</p>
Schedule Sumn WTK	Accrual Debit Activity Summary	<p>Displays running accrual balances for each employee. For example, you can see what types of accrual transactions occurred in the past, when accrual balances were reset, and effective dates.</p>
Schedule Sumn WTK	Accrual Detail	<p>Displays starting accrual balances, earnings/credits, and takings/debits, the ending balance for each accrual code in the selected timeframe. If a reset has occurred, the date, day, and amount of the reset displays.</p>
Schedule Sumn WTK	Accrual Summary	<p>Displays individual employee and group summary actual, scheduled, projected hours and wages for the selected period. Displays the variance between actual and projected hours and wages. Used by managers to view productivity, cost analysis, and budget.</p>
Schedule Sumn WTK	Actual vs. Schedule by Labor Account	<p>Displays holiday credits issued and/or denied for each employee for each holiday in the timeframe. When a credit is denied (did not qualify for holiday credits), a reason displays indicating which criterion the employee failed to satisfy.</p>
Schedule Sumn WTK	Holiday Credits	

Schedule Sumn WTK	Primary Account Detail	Displays the home labor account assignments per employee within the selected time frame. Supervisors use this information to find out which home labor accounts were assigned to an employee, who and when the assignments were made.
Schedule Sumn WTK	Actual vs. Schedule by Job	Displays individual employee and group summary actual, scheduled, projected hours and wages for the selected period. Displays the variance between actual and projected hours and wages. Used by managers to view productivity, cost analysis, and budget.
Schedule Sumn WTK	Person Attributes	Lists the information detailed in the Person tab of the People Editor for all individuals (users and/or employees).
Schedule Sumn WTK	Person Job Assignment	Lists the information detailed on the Job Assignment tab of People Editor for all individuals (users and/or employees).
Schedule Sumn WTK	Location Schedule - Monthly	Shows employee schedules and open shifts for the selected locations. Employees and open shifts are sorted by job. Shift labels are displayed. Can be used as the posted schedule or for shift sign up. Displays 28 days/page and uses 8.5x14 paper
Schedule Sumn WTK	Monthly Employee Schedule by Job	Shows the schedules of the employee whose home location is one of the selected locations. Employees are sorted by job. Shift Labels are displayed. It displays 28 days/page and uses 8.5x14 paper
Schedule Sumn WTK	Monthly Schedule by Labor Account	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have shift labels. It displays 28 days/page and uses 8.5x14 paper
Schedule Sumn WTK	Weekly Location Schedule	Shows schedules and open shifts for the selected locations, sorted by job. Shifts have start/stop time. Can serve as the posted schedule or for sign up for shifts or requests. It displays 7 days/page and uses 8.5x11 paper
Schedule Sumn WTK	Weekly Employee Schedule by Job	Shows the schedules of the employee whose home location is one of the selected locations. Employees are sorted by job. It displays 7 days/page and uses 8.5x11 paper
Schedule Sumn WTK	Weekly Schedule by Labor Account	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have start/stop time. It displays 7 days/page and uses 8.5x11 paper

Schedule Sumn WFS	Monthly Coverage	Shows scheduled coverage, with variance from the staffing plan, by location for each job and shift or schedule zone. Can be used to manage coverage by location, job, or time period. It displays 28 days per page and prints on 8.5x14 paper
Schedule Sumn WFS	Weekly Coverage	Shows scheduled coverage, with variance from the staffing plan, by location for each job and shift or schedule zone. Can be used to manage coverage by location, job, or time period. It displays 7 days per page and prints on 8.5x11 paper
Schedule Sumn WFS	Monthly Open Shifts	Displays a list of open shifts for each job in the selected locations. Can be used for shift sign up or managers can see where the holes are in the schedule. It displays 28 days per page and prints on 8.5x14 paper
Schedule Sumn WFS	Weekly Open Shifts	Displays a list of open shifts for each job in the selected locations. This report can be used for shift sign up, or managers can see where the holes are in the schedule. It displays 7 days per page and prints on 8.5x14 paper
Schedule Sumn WFS	Daily Staffing Sheet	Shows daily staffing details for the selected locations. The schedule and variance from plan are listed by job for each shift or schedule zone. Managers can use the report to see who is scheduled for which shifts. Prints 1 day/page on 8.5x11 paper
Schedule Sumn WFS	Weekly Staffing Sheet	Shows weekly staffing details for the selected locations. The schedule and variance from plan are listed by job for each shift or schedule zone. Managers can use the report to see who is scheduled for which shifts. Prints 1 week/page on 8.5x11 paper
Schedule Sumn WFS	school calendar audit trail	Provides an audit trail of any school calendars that were changed and who made the change in the user selected time period. Prints on 8.5x11 paper
Schedule Sumn WLG	Single Zone (Landscape)	This report shows multiple departments for a single schedule zone, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department. The output is oriented horizontally (landscape).
Schedule Sumn WLG	All Zone	This report shows a single department for a multiple schedule zones, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department.
Schedule Sumn WFS	Comments By Location	Provides a list of comments entered against the timecard and scheduler for the selected locations. Prints on 8.5x11 paper

Schedule Sumn WFS	Comments By Employee	Provides a list of comments entered against the timecard and scheduler for the selected employees. Prints on 8.5x11 paper
Schedule Sumn WFS	Float	Float Report. Prints on 8.5x11 paper
Schedule Sumn WFS	On Call	On Call Report. Prints on 8.5x11 paper
Schedule Sumn WFS	Staffing By Zone	Staffing By Zone Report. Prints on 8.5x11 paper
Schedule Sumn WTK	Monthly Schedule by Labor Account (Excel)	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have shift labels. Format is optimized for Excel export.
Schedule Sumn WTK	Weekly Schedule by Labor Account (Excel)	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Format is optimized for Excel export.
Schedule Sumn WTK	Accrual Debit Activity with Graph	Displays the accrual codes, number of debits, and amount of time debited for each employee. Includes graphs demonstrating debit trends by day. The user can drill down to employee detail.
Schedule Sumn WTK	Actual vs. Schedule by Labor Account with Graph	Displays actual, scheduled, and projected time, as well as associated wages, sorted by labor account. Includes graph to illustrate the data.
Schedule Sumn WFS	Hours per Volume	Hours per Volume Report. Prints on 8.5x11 paper
Schedule Sumn WFS	Location Schedule with Coverage	Location Schedule with Coverage Report. Prints on 8.5x11 paper
Schedule Sumn WFS	Staffing Efficiency	Staffing Efficiency Report. Prints on 8.5x11 paper
Schedule Sumn WFS	Weekly Schedule Detail	Shows employee schedules of the selected locations and time period with options of full/short name, current/posted, Open shifts, breaks, availability, and wages. Employees are sorted by organization/location/job
Schedule Sumn WFS	Daily Staff Detail	Shows daily staffing details for the selected location and time period. The schedule and variance from plan are listed. Users can review the report in 15-minute interval format
Schedule Sumn WFS	Weekly Coverage Detail	Shows scheduled coverage, with variance from the staffing plan, by location for each job in 15-minute interval level details. Can be used to manage coverage by location, job, or time period. It displays 7 days per page and prints on 8.5x11 paper
Schedule Sumn WFS	Workforce Requirement Analysis	Display the calculation of the workforce requirements for a selected job and day. This report allows the user to verify the period level workforce calculations, including raw, rounded, minimum coverage and adjusted requirement values

Schedule Sumn WFS		Location Schedule with Coverage 6Wee	Location Schedule with Coverage Report for 6 weeks. Prints on 8.5x14 paper This report shows multiple departments for a single schedule zone, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department. The output is oriented vertically (portrait).
Schedule Sumn WLG		Single Zone (Portrait)	Displays in/out punch dates and times for selected employees, including source information: server, client IP address, username and application.
Timecard	WTK	Punch Origin	Displays audit information related to specific timecard editor actions including date/time of the action, who performed the action, and what information changed.
Timecard	WTK	Timecard Audit Trail	Displays the accrual code abbreviations (and pay codes debited) and the amount of time debited for each employee in the format of a monthly calendar. The accrual code abbreviations appear on the date that the accrual debit occurred.
Timecard	WTK	Accrual Debit Activity Summary	Displays running accrual balances for each employee. For example, you can see what types of accrual transactions occurred in the past, when accrual balances were reset, and effective dates.
Timecard	WTK	Accrual Detail	Displays starting accrual balances, earnings/credits, and takings/debits, the ending balance for each accrual code in the selected timeframe. If a reset has occurred, the date, day, and amount of the reset displays.
Timecard	WTK	Accrual Summary	Displays pay code transaction data and totals by employee as well as a grand total. Pay codes, their respective time or money amount totals, and wages display. Combined pay codes display separately with their respective time or money amount totals.
Timecard	WTK	Employee Transactions and Totals	Displays exceptions and comments attached to the start or end of a shift, break or meal, as well as absences for each employee within the specified time frame.
Timecard	WTK	Exceptions	Displays holiday credits issued and/or denied for each employee for each holiday in the timeframe. When a credit is denied (did not qualify for holiday credits), a reason displays indicating which criterion the employee failed to satisfy.
Timecard	WTK	Holiday Credits	

Timecard	WTK	Primary Account Detail	Displays the home labor account assignments per employee within the selected time frame. Supervisors use this information to find out which home labor accounts were assigned to an employee, who and when the assignments were made.
Timecard	WTK	Hours by Labor Account	Displays time/money for each labor account in which employees accrued hours/money during the selected timeframe. The report totals the hours/money and wages for each labor account by pay code.
Timecard	WTK	Time Detail	Displays detailed data about each employee's punches, duration and pay code edits. Summary data displays per employee totaling time and money by labor level and pay code (excluding combined) as then just by pay code (separately listing combined).
Timecard	WTK	OvertimeEqualizationDetail	Displays the history of overtime offered, subsequently refused or accepted by employees, with any associated comments, for reference in employee grievances. Note: Overtime Equalization feature must be implemented for this report to work???
Timecard	WTK	Timecard Sign-off/Approval Audit Trail	Displays audit information related to signoff or approval of timecards including date/time and who performed the action.
Timecard	WTK	Person Attributes	Lists the information detailed in the Person tab of the People Editor for all individuals (users and/or employees).
Timecard	WTK	Person Job Assignment	Lists the information detailed on the Job Assignment tab of People Editor for all individuals (users and/or employees).
Timecard	WTK	Location Schedule - Monthly	Shows employee schedules and open shifts for the selected locations. Employees and open shifts are sorted by job. Shift labels are displayed. Can be used as the posted schedule or for shift sign up. Displays 28 days/page and uses 8.5x14 paper
Timecard	WTK	Monthly Employee Schedule by Job	Shows the schedules of the employee whose home location is one of the selected locations. Employees are sorted by job. Shift Labels are displayed. It displays 28 days/page and uses 8.5x14 paper
Timecard	WTK	Monthly Schedule by Labor Account	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have shift labels. It displays 28 days/page and uses 8.5x14 paper
Timecard	WTK	Weekly Location Schedule	Shows schedules and open shifts for the selected locations, sorted by job. Shifts have start/stop time. Can serve as the posted schedule or for sign up for shifts or requests. It displays 7 days/page and uses 8.5x11 paper

Timecard	WTK	Weekly Employee Schedule by Job	Shows the schedules of the employee whose home location is one of the selected locations. Employees are sorted by job. It displays 7 days/page and uses 8.5x11 paper
Timecard	WTK	Weekly Schedule by Labor Account	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have start/stop time. It displays 7 days/page and uses 8.5x11 paper
Timecard	WFS	Monthly Coverage	Shows scheduled coverage, with variance from the staffing plan, by location for each job and shift or schedule zone. Can be used to manage coverage by location, job, or time period. It displays 28 days per page and prints on 8.5x14 paper
Timecard	WFS	Weekly Coverage	Shows scheduled coverage, with variance from the staffing plan, by location for each job and shift or schedule zone. Can be used to manage coverage by location, job, or time period. It displays 7 days per page and prints on 8.5x11 paper
Timecard	WFS	Monthly Open Shifts	Displays a list of open shifts for each job in the selected locations. Can be used for shift sign up or managers can see where the holes are in the schedule. It displays 28 days per page and prints on 8.5x14 paper
Timecard	WFS	Weekly Open Shifts	Displays a list of open shifts for each job in the selected locations. This report can be used for shift sign up, or managers can see where the holes are in the schedule. It displays 7 days per page and prints on 8.5x14 paper
Timecard	WFS	Daily Staffing Sheet	Shows daily staffing details for the selected locations. The schedule and variance from plan are listed by job for each shift or schedule zone. Managers can use the report to see who is scheduled for which shifts. Prints 1 day/page on 8.5x11 paper
Timecard	WFS	Weekly Staffing Sheet	Shows weekly staffing details for the selected locations. The schedule and variance from plan are listed by job for each shift or schedule zone. Managers can use the report to see who is scheduled for which shifts. Prints 1 week/page on 8.5x11 paper
Timecard	WLG	Single Zone (Landscape)	This report shows multiple departments for a single schedule zone, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department. The output is oriented horizontally (landscape).

Timecard	WLG	All Zone	This report shows a single department for a multiple schedule zones, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department.
Timecard	WFS	Comments By Location	Provides a list of comments entered against the timecard and scheduler for the selected locations. Prints on 8.5x11 paper
Timecard	WFS	Comments By Employee	Provides a list of comments entered against the timecard and scheduler for the selected employees. Prints on 8.5x11 paper
Timecard	WFS	Float	Float Report. Prints on 8.5x11 paper
Timecard	WFS	On Call	On Call Report. Prints on 8.5x11 paper
Timecard	WFS	Staffing By Zone	Staffing By Zone Report. Prints on 8.5x11 paper
Timecard	WTK	Employee Transactions and Totals (Excel)	Displays pay code transaction data by employee. Pay codes, their respective time or money amount, and wages are included in the display. Combined pay codes display separately. Format is optimized for Excel export.
Timecard	WTK	Hours by Labor Account with Chart	Displays money/hours/wages for each labor account in which employee accrued hours. The report totals money/hours/wages for each labor account by pay code. Includes pie charts.
Timecard	WTK	Hours by Labor Account (Excel)	Displays money/hours/wages for each labor account in which employees accrued hours. Format is optimized for Excel export.
Timecard	WTK	Monthly Schedule by Labor Account (Excel)	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Shifts have shift labels. Format is optimized for Excel export.
Timecard	WTK	Weekly Schedule by Labor Account (Excel)	Shows schedules for the selected labor accounts. Employees are sorted by labor account. Format is optimized for Excel export.
Timecard	WTK	Accrual Debit Activity with Graph	Displays the accrual codes, number of debits, and amount of time debited for each employee. Includes graphs demonstrating debit trends by day. The user can drill down to employee detail.
Timecard	WTK	Exception Summary	With charts, shows number of exceptions and associated wage liability. The user can drill down to employee detail.
Timecard	WTK	Time Detail (Excel)	Displays detailed data about each employee's punches, duration, and pay code edits. Format is optimized for Excel export.
Timecard	WTK	Payroll Prep Totals	Display employee payroll prep information and lock details in the selected time period.
Timecard	WFS	Staffing Efficiency	Staffing Efficiency Report. Prints on 8.5x11 paper

Timecard WLG
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Single Zone (Portrait)
WeeklyWorkingTime
NightWorker
YoungWorker
Rest Breaks
Daily Rest
WeeklyRest
Missing Employees

This report shows multiple departments for a single schedule zone, and shows actual staffing levels as compared to planned, scheduled, target and budgeted staffing levels for that department. The output is oriented vertically (portrait).

WTD_WEEKLY_WORKING_TIME
WTD_NIGHT_WORKER
WTD_YOUNG_WORKER
WTD_SHIFT_REST
WTD_DAILY_REST
WTD_WEEKLY_REST
WTD_MISSING_EMPLOYEES